Women in Global Health Terms of Use

Table of Contents
1. Acceptance of the Terms of Use
2. User Submissions
3. Intellectual Property Rights
4. Trademarks
5. Copyright Notifications
6. Children
7. Prohibited Uses
8. Links From the Site
9. Termination
10. Disclaimer of Warranties
11. Limitation of Liability
12. Indemnification
13. Interpretation
14. Governing Law
15. Disputes
16. Waiver and Severability
17. Relationship of Parties
18. Assignment
19. Changes to the Terms of Use
20. Entire Agreement
21. Comments and Concerns

1. Acceptance of the Terms of Use

The following terms of use (these “Terms”) are entered into by and between you and the nonprofit organization Women in Global Health (“WGH” or “we”, “our” or “us”). These Terms govern your access to and use of womeningh.org, including any content or materials available therein (collectively, the “Site”)

Please read these Terms carefully, as they contain a class action waiver and an agreement to arbitrate. Your use of the Site constitutes your consent to these Terms. By using the Site, you affirm that you are of legal age to enter into these Terms. If you do not agree to these Terms, you must not access or use the Site.

2. User Submissions

A Site user may submit written content through or in connection with the Site (each, a “User Submission”). You agree not to submit information that can identify you or any other individual or organization when submitting a User Submission. You acknowledge and agree that any information you provide in any User Submission is truthful, accurate, not misleading and offered in good faith. WGH may, without prior notice and in its sole discretion, monitor, review, redact, remove or reject User Submissions at any time. Your submission of a User Submission constitutes your consent to our Submission Notice and Rules, available at [·], which is
incorporated herein by reference. If you do not agree to our Submission Notice and Rules, you must not submit a User Submission.

3. Intellectual Property Rights

You retain ownership of your User Submissions. You understand and agree that for each User Submission, you grant WGH a royalty-free, perpetual, irrevocable, non-exclusive, worldwide, transferable and fully sublicensable license, without additional consideration to you or any third party, to use, reproduce, copy, modify, adapt, publish, distribute, publicly display, publicly perform, translate, and create derivative works from such User Submission in any form, media or technology now known or later developed.

You may choose to provide to WGH ideas, proposals, comments, suggestions, or other materials relating to the Site’s content or operation (“Feedback”). You acknowledge and agree that Feedback is not confidential and that its disclosure is gratuitous, unsolicited and without restriction and will not place WGH under any fiduciary or other obligation. You hereby grant WGH a royalty-free, perpetual, irrevocable, non-exclusive, worldwide, transferable and fully sublicensable license, without additional consideration to you or any third party, to use, reproduce, copy, modify, adapt, publish, distribute, publicly display, publicly perform, translate, and create derivative works from such Feedback in any form, media or technology now known or later developed.

By submitting a User Submission or Feedback, you represent and warrant that you own or have all the necessary licenses, rights, consents, and permissions to do so, including to grant the licenses granted in this Section 5, and that your User Submission or Feedback, as applicable, is accurate and complete, and is not fraudulent, tortious or otherwise unlawful. To the greatest extent permitted by law, you hereby irrevocably and forever waive any and all moral rights that you might otherwise have with respect to attribution of authorship or integrity of materials regarding each User Submission and Feedback.

The Site and its entire contents, features, and functionality (including all displays, text, images, video, audio, information, and software, and the selection, arrangement, and design thereof) are owned by WGH, its licensors, or other providers of such material and are protected by United States and international intellectual property and proprietary rights laws.

These Terms permit you to use the Site solely for your personal and non-commercial use, subject to your compliance with these Terms. You must not modify, copy, adapt, reproduce, distribute, translate, create derivative works of, publicly display, publicly perform, republish, download, store, transmit, license, sell, offer for sale, or otherwise exploit any of the material on our Site, except to the extent that you are the legal owner of that material. You must not remove, alter or obscure any copyright, trademark, or other proprietary rights notice from the Site. You must not modify, adapt, reverse engineer, decompile, or disassemble any portion of the Site or content therein, or otherwise attempt to derive any algorithms, source code, or underlying ideas from any portion of the Site.
No right, title, or interest in or to the Site or any content on the Site is transferred to you, and all rights not expressly granted herein are reserved by WGH. Except as expressly provided in these Terms, any unauthorized use of the Site is a breach of these Terms and may violate intellectual property, proprietary rights and other laws.

4. Trademarks

WGH’S name, WGH’s logo, and all related service names, trade names, logos, and slogans are trademarks of WGH. You must not use such marks without WGH’s prior written consent. All other service names, trade names, logos, and slogans on the Site are the trademarks of their respective owners.

5. Copyright Notifications

The Digital Millennium Copyright Act of 1998 (the “DMCA”) provides recourse to copyright owners who believe that their rights under the United States Copyright Act have been infringed by acts of third parties over the Internet. If you are a copyright owner or an agent thereof and believe in good faith that any User Submission or other content on the Site infringes upon your copyright(s), you may submit written notification to us at info@womeningh.org. If you believe in good faith that someone has wrongly filed a notice of copyright infringement against you, you are permitted to send to WGH a counter-notice. Notices and counter-notices must satisfy the then-current requirements imposed by the DMCA.

6. Children

The Site is not designed or intended for use by or to accept User Submissions from children under the age of 18. By using the Site, you represent that you are at least 18 years of age.

7. Prohibited Uses

You agree to only use the Site in accordance with these Terms, and you are solely responsible for your use of the Site. You also are responsible for obtaining, maintaining and paying for all hardware and all telecommunications and other services needed to use the Site. Use of the Site is void where prohibited. By way of example and not of limitation, you may not and expressly agree that you will not:

1. Use the Site in any way that violates any applicable federal, state, local, or international law or regulation.
2. Use the Site for any commercial purpose, or for any purpose that is harmful, harassing, threatening, intimidating, defamatory, libelous, fraudulent, or tortious.
3. Post, transmit, or make available materials that are obscene, indecent, pornographic or otherwise objectionable, unless as is reasonable and accurate to your User Submission.
4. Impersonate any person or entity in connection with the Site, falsely state or otherwise misrepresent your affiliation with any person or entity in connection with the Site, or express or imply that we endorse any statement that you make.
5. Use or launch any automated system, including robots, spiders, or other automatic devices, processes, or means to access the Site for any purpose, including monitoring or copying any of the material on the Site or use or launch any similar or equivalent manual process to access, acquire, copy or monitor any portion of the Site or any content.
6. Harvest or collect information about Site users.
7. Systematically download and store any content from the Site.
8. Introduce any viruses, Trojan horses, worms, Easter eggs, defects, data bombs, logic bombs, spyware or other material that is potentially technologically harmful or invasive to the Site.
9. Attempt to gain unauthorized access to, interfere with, damage, disrupt, or use any portion or feature of the Site, the server on which the Site is stored, or any server, computer, or database connected to the Site.
10. Attempt to interfere with the proper working of the Site, including interference through the use of any device, software, or routine.
11. Use the Site in any way that could disable, overburden, damage, or impair the Site or restrict or interfere with any other party’s use or enjoyment of the Site.

8. Links From the Site

The Site may contain links to other independent third-party websites, applications, services or resources ("Third-Party Materials"). These Third-Party Materials, including advertisements and sponsored links, are provided solely for your convenience. Such Third-Party Materials are not under WGH’s control, and WGH is not responsible for and does not endorse, recommend or approve such Third-Party Materials, nor does the availability of any Third Party Materials imply any endorsement, recommendation, or approval thereof.

We are not responsible for the contents or privacy practices of Third-Party Materials, or for any loss or damage that may arise from your use thereof. Nothing in these Terms shall be construed to be a representation or warranty by WGH with respect to any Third-Party Materials.

If you decide to access any Third-Party Materials linked to on this Site, you acknowledge and agree that you do so entirely at your own risk and subject to any additional terms of use and privacy policies applicable to such Third-Party Materials. You must make your own independent judgment regarding the links you select and what Third-Party Materials you choose to access.

9. Termination

These Terms are effective until terminated by WGH. We may suspend or terminate these Terms or suspend, limit, or terminate all or a portion of your access to or use of the Site or any of its features at any time with or without prior notice and with or without cause, including if WGH believes that you have violated or acted inconsistently with any of these Terms, if you have provided inaccurate, incomplete or fraudulent information, if you have violated applicable laws, regulations or third-party rights, or if WGH believes in good faith that such action is reasonably necessary to protect WGH, other Site users, other third parties, or to prevent fraud or other illegal activity.
Upon any termination or suspension of these Terms, you must cease any further use of the Site and its materials and contents, including User Submissions, and WGH may, without liability to you or any third party, immediately delete any and all materials associated with you, including User Submissions, without any obligation to provide any further access to such materials.

Sections 3 through 21, inclusive, shall survive any expiration or termination of these Terms.

10. Disclaimer of Warranties

THE SITE AND ITS CONTENT ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND YOUR USE THEREOF IS AT YOUR OWN RISK. WGH HEREBY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, STATUTORY, OR OTHERWISE TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE AND FITNESS FOR A PARTICULAR PURPOSE, AS TO, CONCERNING OR WITH RESPECT TO THE COMPLETENESS, SAFETY, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SITE AND ITS CONTENTS. ALL DISCLAIMERS OF ANY KIND (INCLUDING IN THIS SECTION AND ELSEWHERE IN THESE TERMS) ARE MADE ON BEHALF OF BOTH WGH AND ITS AFFILIATES AND THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSORS, SUPPLIERS AND SERVICE PROVIDERS (COLLECTIVELY, THE “AFFILIATED ENTITIES”), AND ITS AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS. THE FOREGOING DOES NOT AFFECT ANY REPRESENTATIONS, WARRANTIES, OR GUARANTEES THAT CANNOT BE NEGATED OR DISCLAIMED UNDER APPLICABLE LAW.

11. Limitation of Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL WGH OR ANY AFFILIATED ENTITIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND, UNDER ANY CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER THEORY, INCLUDING BUT NOT LIMITED TO ANY ATTORNEYS FEES, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, LOSS OF OTHER INTANGIBLES, OR LOSS OF SECURITY OF SUBMISSIONS (INCLUDING UNAUTHORIZED INTERCEPTION BY THIRD PARTIES OF ANY SUBMISSIONS), EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. WITHOUT LIMITING THE FOREGOING, WGH WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND RESULTING FROM YOUR USE OF OR INABILITY TO USE THE SITE OR FROM ANY THIRD-PARTY MATERIALS. YOUR ONLY REMEDY FOR DISSATISFACTION WITH THE SITE OR ANY THIRD-PARTY MATERIALS IS TO STOP USING THE SITE. THE MAXIMUM AGGREGATE LIABILITY OF WGH AND THE AFFILIATED ENTITIES FOR ALL DAMAGES, LOSSES AND
CAUSES OF ACTION SHALL BE THE GREATER OF THE TOTAL AMOUNT, IF ANY, PAID BY YOU TO WGH TO USE THE SITE, AND AN AMOUNT OF $100. ALL LIMITATIONS OF LIABILITY OF ANY KIND (INCLUDING IN THIS SECTION AND ELSEWHERE IN THESE TERMS) ARE MADE ON BEHALF OF BOTH WGH AND THE AFFILIATED ENTITIES, AND ITS AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS. YOU MAY HAVE ADDITIONAL RIGHTS AND THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

12. Indemnification

Except to the extent prohibited under applicable law, you agree to defend, indemnify and hold harmless WGH and the Affiliated Entities, and its and their respective successors and assigns, from and against any and all claims, liabilities, damages, judgments, awards, losses, costs, expenses and fees (including attorneys' fees) arising out of or relating to your violation of these Terms, or your use of, or activities in connection with, the Site (including any and all User Submissions).

13. Interpretation

The headings of these clauses are inserted for convenience only and shall be ignored in the interpretation of these Terms. “Including” and words of similar import when used in these Terms shall be interpreted as “including but not limited to” and “including, without limitation.” Any term defined in the singular shall have the same meaning when used in the plural, where appropriate and unless otherwise specified. The words “hereof,” “herein” and “hereunder” and words of similar import when used in these Terms shall refer to these Terms as a whole and not to any particular provision in these Terms. The term “or” is not exclusive. The word “will” shall be construed to have the same meaning and effect as the word “shall.”

14. Governing Law

These Terms shall be governed by and construed in accordance with the laws of the State of California without regard to its conflicts of laws principles, and regardless of your location.

15. Disputes

YOU ACKNOWLEDGE AND AGREE THAT WE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN ANY CLASS ACTION OR CLASS ARBITRATION.

Except for disputes that qualify for small claims court, you agree to resolve any disputes arising from or related to your access to or use of the Site, these Terms or any aspect of the relationship between you and WGH through final and binding arbitration administered by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules.
Unless the arbitrator determines that an in-person hearing is appropriate upon request by either party, hearings will be conducted by teleconference or videoconference. If any in-person appearances are deemed appropriate by the arbitrator, such appearances will take place at a location that is reasonably convenient for both parties considering their ability to travel and other relevant circumstances. In the event that we are unable to agree on a reasonably convenient location, the AAA or the arbitrator will determine where such in-person appearances take place. The AAA decision will follow the terms of these Terms and will be final and binding. The arbitrator may award injunctive relief or relief providing for specific performance of these Terms as to only the individual claim before the arbitrator. Judgment on an arbitration award may be entered by any court having jurisdiction. Notwithstanding any of the foregoing, nothing in these Terms precludes you from bringing any issues before federal, state or local agencies who, if the law allows, may seek relief against us for you.

You acknowledge and agree that a printed version of these Terms and any notice given in electronic form are, without limitation, admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent as other business documents and records in printed form and are subject to the same conditions.

16. Waiver and Severability

No waiver by either party of any term or condition set out in these Terms shall be deemed a further or continuing waiver of such term or condition, nor shall any failure to assert a right or enforce a provision under these Terms constitute a waiver of such right or ability to enforce such provision.

All provisions of these Terms are severable, and the unenforceability, invalidity or illegality of any provision shall not affect the enforceability, validity or legality of the remaining provisions or the enforceability, validity or legality of such provision as to other persons or circumstances or in other jurisdictions.

17. Relationship of Parties

Nothing in these Terms will be deemed to be construed as creating any partnership, joint venture, employer-employee, agency, franchisor-franchisee or similar business relationship between you and WGH.

18. Assignment

Without our express prior written consent, you may not assign, transfer or sublicense any of your rights or obligations under these Terms. WGH may assign, transfer or sublicense any or all of our rights or obligations under these Terms without restriction.

19. Changes to the Terms of Use

We may change these Terms from time to time in our sole discretion. We will exercise reasonable efforts to provide you with notice of material changes to these Terms. Any such
changes will be binding on you ten (10) business days after we post them (or ten (10) business days after the date of notice, if such notice is provided), and will govern your access to and use of the Site thereafter.

Your continued use of the Site following any changes to these Terms shall constitute your acceptance of such changes. If you do not agree to the changes, you must discontinue your use of the Site.

20. Entire Agreement

These Terms and our Submission Notice and Rules constitute the sole and entire agreement between you and WGH regarding your use of the Site and supersede any and all prior or contemporaneous understandings, agreements, representations, and warranties, whether written or oral, between you and WGH regarding the Site.

21. Comments and Concerns

All questions, feedback, comments, and other communications relating to the Site should be directed to: info@womensingh.org

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