

TERMS OF USE

Last Updated: _____

ASSENT TO TERMS AND AMENDMENTS

National WIC Association, along with its successors, assigns, subsidiaries, affiliates, officers, employees, agents, partners and licensors/licensees (collectively “we” or “us” or “our”), provide the Service (as defined below) to you subject to the following terms of service (these “TERMS”), all of which you acknowledge, agree to and consent to by using the Service. These TERMS include the Service Privacy Policy (“Privacy Policy”), available at _____, which is hereby incorporated by reference.

Some capitalized terms used herein are defined in the last paragraph of the Privacy Policy. Please refer to the Privacy Policy for those definitions.

These TERMS may be amended by us from time to time without notice to you. You will periodically review the controlling version of these TERMS, and by continuing to use the Service subsequent to our making available an amended version of these TERMS, you thereby acknowledge, agree and consent to such amendment.

When using the Service, you shall be subject to any posted rules or policies, which may be posted from time to time by us. Such rules and policies are hereby incorporated by reference into these TERMS. We may also offer other services that are governed by different terms of service.

SERVICE DESCRIPTION

We provide users with access to communications tools, which may heretofore or hereafter be accessed through any medium or device now known or hereafter devised, including but not limited to websites and applications that deliver information through its network of properties and allow users to solicit and give advice and participate in an ongoing conversation.

The Service may include advertisements and certain communications from us or third parties, including without limitation promotional marketing emails. If you do not wish to receive promotional marketing communications from us or these third parties, please click “Unsubscribe” in the footer of one of the emails.

Unless explicitly stated otherwise, any new tools that alter or improve the current Service shall be subject to these TERMS.

Please be aware that you must be at least 13 years of age to access and use the Service. If you are not at least 13 years of age, please do not attempt to access the Service again until you reach the age of 13.

THE CONTENT YOU SUBMIT

You understand that all information, data, or Content is the sole responsibility of the person from whom such Content originated. We do not control such Content and do not make any guarantee whatsoever related to such Content. By using the Service, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will we be liable or responsible in any way for any claim related to such Content or material.

You grant us, and our agents and/or assignees, a royalty-free, irrevocable, sublicensable and non-exclusive perpetual license throughout the universe for use in any and all media whether now known or hereafter devised to use and exploit (including by reproduction, distribution, public display, adaptation and/or public performance) any and all Content. You also waive all moral rights in relation to such Content.

If any of the Content contains ideas, suggestions, documents, and/or proposals to us, we will have no obligation of confidentiality, express or implied, with respect to such Content, and we shall be entitled to use, exploit or disclose (or choose not to use or disclose) such Content at our sole discretion without any obligation of us to you whatsoever (*i.e.*, you will not be entitled to any compensation or reimbursement of any kind from us under any circumstances).

If you choose to register for the 201_ conference on the Website, you will be directed to a third-party payment processor, and may be asked to supply certain information, including account or credit card or other payment information. You agree that all information that you provide will be accurate, complete, and current. You agree to pay all charges incurred by users of your credit card or other payment mechanism at the prices in effect when such charges are incurred. You will also be responsible for paying any applicable service or processing fees. Please refer to the terms of service and privacy policy located on the website of any such third-party payment processor before completing any transaction.

PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT

If you have a good faith belief that your copyright is being infringed by any Content uploaded by other users on or to the Service, please send a Notice of Claimed Infringement, including the information listed below, to Company's Designated Copyright Agent:

Designated Copyright Agent:
address:
phone:
fax:
email: [_____]

We have instituted a policy designed to enable, at Company's sole discretion, the expeditious removal of infringing material and the termination of the usernames and access of users who qualify as repeat infringers. Please make sure that any Notice of Claimed Infringement you send to our Designated Copyright Agent includes all of the following:

- a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

- an identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works;
- an identification of the Content that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Company to locate the material;
- information reasonably sufficient to permit Company to contact you, such as an address, telephone number, and, if available, an electronic mail address at which the you may be contacted;
- a statement that the you have a good faith belief that use of the Content in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

We have also instituted a Counter Notification policy designed to enable, at our sole discretion, the prompt replacement of material that is removed in response to a Notice of Claimed Infringement as a result of a mistake of misidentification. Please make sure that any Counter Notification you send to our Designated Copyright Agent includes all of the following:

- your physical or electronic signature;
- an identification of the Content that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
- a statement under penalty of perjury that you have a good faith belief that the Content was removed or disabled as a result of mistake or misidentification of the material that was removed or disabled; and
- your name, address, and telephone number, and a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which your address is located, or if your address is outside of the United States, for any judicial district in which Company may be found, and that you will accept service of process from the person who provided the Notice of Claimed Infringement or an agent of such person.

TRADEMARKS

National WIC Association and its associated logos are trademarks and/or service marks of ours. All other trademarks, service marks and logos used on or through the Service are the trademarks, service marks or logos of their respective owners.

YOUR CONDUCT

You will not use the Service to:

- violate any applicable law or encourage or provide instructions to another to do so;
- upload, post, make available, share or transmit any Content that is unlawful (including without limitation Content that infringes or violates any patent, trademark, trade secret, copyright, right of publicity or other right), confidential, harmful, threatening, abusive, inflammatory, harassing, tortious, defamatory, vulgar, obscene, libelous, pornographic, invasive of another's privacy, or racially, ethnically, or otherwise objectionable;
- misrepresent your identity;
- upload, post, make available, share or transmit any Content containing unsolicited or unauthorized advertising, promotional materials, spam, junk mail, chain letters, pyramid schemes or any other form of solicitation;
- upload, post, make available, share or transmit any Content that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- act in a manner that negatively affects other users' ability to use the Service;
- collect or store personal data about anyone; and/or
- reproduce (other than as necessary to lawfully access the Service), adapt, distribute, display or perform any portion of the Service or Content or material residing on the Service at our direction or a user other than yourself, in whole or in part.

We expect that in using the Service, you will:

- Include a signature tag on all messages, with your name and affiliation;
- State concisely and clearly the topic of your comments in the subject line to allow members to respond more appropriately to your posting;
- Include only the relevant portions of the original message in your reply and delete any header information;
- Only send a message to the entire list when it contains information that everyone can benefit from;
- Send message such as "thanks for the information" or "me, too" to individuals, not the entire list;
- Refrain from sending administrative messages, such as "unsubscribe" messages, but rather use the web interface to change your account settings or to remove yourself from a list; and

- Warn other list subscribers of lengthy messages either in the subject line or at the beginning of the message body with a line that says, “Long Message”.

OUR CONDUCT

We may or may not review Content, but we shall have the right (but not the obligation) in our sole discretion to review, reject, or remove any and all Content at any time for any or no reason whatsoever. We shall not be liable or responsible to you or any third party for any such conduct.

We may access, preserve and disclose Your Information, Your Data and/or Content if, among other things, it is required to do so by law or if acting with a good faith belief that such access, preservation or disclosure is reasonably necessary to: (1) comply with legal process; (2) enforce the TERMS; (3) respond to claims that any Content violates the rights of third parties; (4) respond to your requests for customer service; or (5) protect the rights, property or personal safety of Company, its users or the public.

We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. We shall not be liable to you or to any third party for any such modification, suspension or discontinuance of the Service.

We may at our sole discretion, under any circumstances, for any or no reason whatsoever and without prior notice to you, immediately terminate your access to the Service. We shall not be liable or responsible to you or any third party for any such termination.

We may provide, or third parties may provide, on or through the Service, links to other websites or resources. Because we have no control over such sites and resources, we are not responsible for the availability of such external sites or resources, and do not endorse and are not responsible for or liable based on the conduct of such external sites or resources.

We shall not be responsible or liable for the accuracy, usefulness or availability of any information uploaded to, posted to, made available on, shared through or transmitted through the Service.

INDEMNIFICATION

You will indemnify and hold us harmless from any claim or demand, including but not limited to reasonable attorneys’ fees and costs, made by any third party due to or arising out of Content you post, make available or transmit to or through the Service, your use of the Service, your connection to the Service, your violation of the TERMS, or your violation of any rights of another in connection with these TERMS. You will cooperate as fully as reasonably required in the defense of any such claim. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you shall not in any event settle any matter without our prior written consent. In no event shall we be liable for any special, indirect or consequential damages or any damages whatsoever resulting from loss of user, data, or profits, arising out of or in connection with the use or performance of any Content posted on this Website.

TERMINATION

Either party may terminate these TERMS for any or no reason at any time by notifying the other party or by ceasing to use the Website and Service. However, if you access the Website and Service after terminating these TERMS, you will acknowledge, agree and consent to the version of these TERMS controlling at that time. Upon termination by either party, the following paragraphs will survive: (1) TRADEMARKS; (2) THE CONTENT YOU SUBMIT; (3) OUR CONDUCT; (4) INDEMNIFICATION; (5) DISCLAIMERS; (6) LIMITATION OF LIABILITY; (7) RELEASE; (8) GOVERNING LAW and (9) MISCELLANEOUS.

DISCLAIMERS

- YOU USE THE SERVICE AT YOUR SOLE RISK. WE PROVIDE THE SERVICE “AS IS” AND “AS AVAILABLE”. WE EXPRESSLY DISCLAIM TO THE FULL EXTENT PERMITTED BY LAW ALL WARRANTIES OF ANY KIND RELATED TO THE SERVICE AND GOODS PURCHASED THROUGH THE SERVICE, IF ANY, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY MATERIAL.
- WE MAKE NO WARRANTY THAT (1) THE SERVICE WILL MEET YOUR REQUIREMENTS; (2) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (3) THE SERVICE RESULTS WILL BE ACCURATE OR RELIABLE; (4) THE QUALITY OF ANY PRODUCTS, SERVICES OR MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS; OR (5) THE SERVICE, ITS SERVERS, OR COMMUNICATIONS SENT FROM US WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.
- NO INFORMATION OBTAINED BY YOU FROM US OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY, WHETHER EXPRESSED OR IMPLIED, IN THESE TERMS.

LIMITATION OF LIABILITY

WE SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, RESULTING FROM: (1) THE USE OR THE INABILITY TO USE THE SERVICE; (2) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (3) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS, DATA OR INFORMATION; (4)

STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (5) ANY OTHER MATTER RELATING TO THE SERVICE.

JURISDICTIONAL RESTRICTIONS

IN SOME JURISDICTIONS, CERTAIN LIMITATIONS OF LIABILITY AND DISCLAIMERS RELATED TO WARRANTIES CONTAINED HEREIN MAY NOT APPLY TO YOU.

RELEASE

If you have a dispute with one or more users of the Service, you release us from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. You also waive the applicability of the law of any jurisdiction which does not extend a general release to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release.

GOVERNING LAW

These TERMS and the relationship between you and us shall be governed by the laws of the District of Columbia as an agreement wholly performed therein without regard to its conflict of law provisions.

Any dispute relating in any way to your visit to the Website and/or use of the Service shall be submitted to confidential arbitration in Washington, D.C., except that, to the extent you have in any manner violated or threatened to violate our intellectual property rights, we may seek injunctive or other appropriate relief in any state or Federal court in the District of Columbia, and you consent to exclusive jurisdiction and venue in such courts. Arbitration under these TERMS shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under these TERMS shall be joined to an arbitration involving any other party subject to these TERMS, whether through class arbitration proceedings or otherwise.

Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the TERMS must be filed within one year after such claim or cause of action arose or be forever barred. Any claim by you that may arise in connection with these TERMS will be compensable by monetary damages and you will in no event be entitled to injunctive or other equitable relief.

MISCELLANEOUS

These TERMS constitute the entire agreement between you and us and govern your use of the Service. These TERMS supersede any prior agreements between you and us with respect to the Service. You also may be subject to additional terms and conditions that may apply when you use other services, affiliate services, or third-party services.

These TERMS are fully assignable by us and will be binding upon and inure to the benefit of our successors and assigns.

No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

The failure of us to exercise or enforce any right or provision of these TERMS shall not constitute a waiver of such right or provision. If any provision of these TERMS is found by a court of competent jurisdiction to be invalid, the court should nevertheless endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these TERMS remain in full force and effect.

The headings in these TERMS are for convenience only and have no legal or contractual effect.