

TERMS & CONDITIONS

The following terms and conditions govern all use of the USCBWB.ORG website and all content, services and products available at or through the website. The Website is owned and operated by U.S. Coalition of Black Women Businesses Inc., LLC, ("U.S. Coalition of Black Women Businesses Inc."). The Website is offered subject to your acceptance without modification of all of the terms and conditions contained herein and all other operating rules, policies (including, without limitation, U.S. Coalition of Black Women Businesses Inc.' Private Policy and procedures that may be published from time to time on this Site by U.S. Coalition of Black Women Businesses Inc. (collectively, the "Agreement").

Please read this Agreement carefully before accessing or using the Website. By accessing or using any part of the web site, you agree to become bound by the terms and conditions of this agreement. If you do not agree to all the terms and conditions of this agreement, then you may not access the Website or use any services. If these terms and conditions are considered an offer by U.S. Coalition of Black Women Businesses Inc., acceptance is expressly limited to these terms. The Website is available only to individuals who are at least 13 years old.

- 1. Responsibility of Contributors.** If you contribute to the blog, comment on the blog, post material to the Website, post links on the Website, or otherwise make (or allow any third party to make) material available by means of the Website (any such material, "Content"), You are entirely responsible for the content of, and any harm resulting from, that Content. That is the case regardless of whether the Content in question constitutes text, graphics, an audio file, or computer software. By making Content available, you represent and warrant that:
 - the downloading, copying and use of the Content will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark or trade secret rights, of any third party;
 - if your employer has rights to intellectual property you create, you have either (i) received permission from your employer to post or make available the Content, including but not limited to any software, or (ii) secured from your employer a waiver as to all rights in or to the Content;
 - you have fully complied with any third-party licenses relating to the Content, and have done all things necessary to successfully pass through to end users any required terms;
 - the Content does not contain or install any viruses, worms, malware, Trojan horses or other harmful or destructive content;
 - the Content is not spam, is not machine- or randomly-generated, and does not contain unethical or unwanted commercial content designed to drive

- traffic to third party sites or boost the search engine rankings of third party sites, or to further unlawful acts (such as phishing) or mislead recipients as to the source of the material (such as spoofing);
- the Content is not pornographic, does not contain threats or incite violence towards individuals or entities, and does not violate the privacy or publicity rights of any third party;
 - your blog is not getting advertised via unwanted electronic messages such as spam links on newsgroups, email lists, other blogs and web sites, and similar unsolicited promotional methods;
 - your blog is not named in a manner that misleads your readers into thinking that you are another person or company. For example, your blog's URL or name is not the name of a person other than yourself or company other than your own; and
 - you have, in the case of Content that includes computer code, accurately categorized and/or described the type, nature, uses and effects of the materials, whether requested to do so by U.S. Coalition of Black Women Businesses Inc. or otherwise.

By submitting Content to U.S. Coalition of Black Women Businesses Inc. for inclusion on the Website, you grant U.S. Coalition of Black Women Businesses Inc. a world-wide, royalty-free, and non-exclusive license to reproduce, modify, adapt and publish the Content solely for the purpose of displaying, distributing and promoting your Content. If you delete Content, U.S. Coalition of Black Women Businesses Inc. will use reasonable efforts to remove it from the Website, but you acknowledge that caching or references to the Content may not be made immediately unavailable.

Without limiting any of those representations or warranties, U.S. Coalition of Black Women Businesses Inc. has the right (though not the obligation) to, in U.S. Coalition of Black Women Businesses Inc.' sole discretion (i) refuse or remove any content that, in U.S. Coalition of Black Women Businesses Inc.' reasonable opinion, violates any USCBWB policy or is in any way harmful or objectionable, or (ii) terminate or deny access to and use of the Website to any individual or entity for any reason, in USCBWB's sole discretion. U.S. Coalition of Black Women Businesses Inc. will have no obligation to provide a refund of any amounts previously paid.

2. **Responsibility of Website Visitors.** U.S. Coalition of Black Women Businesses Inc. has not reviewed, and cannot review, all of the material, including computer software, posted to the Website, and cannot therefore be responsible for that material's content, use or effects. By operating the Website, U.S. Coalition of Black Women Businesses Inc. does not represent or imply that it endorses the material

there posted, or that it believes such material to be accurate, useful or non-harmful. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. The Website may contain content that is offensive, indecent, or otherwise objectionable, as well as content containing technical inaccuracies, typographical mistakes, and other errors. The Website may also contain material that violates the privacy or publicity rights, or infringes the intellectual property and other proprietary rights, of third parties, or the downloading, copying or use of which is subject to additional terms and conditions, stated or unstated. U.S. Coalition of Black Women Businesses Inc. disclaims any responsibility for any harm resulting from the use by visitors of the Website, or from any downloading by those visitors of content there posted.

3. **Content Posted on Other Websites.** We have not reviewed, and cannot review, all of the material, including computer software, made available through the websites and webpages to which USCBWB.ORG links, and that link to USCBWB.org. U.S. Coalition of Black Women Businesses Inc. does not have any control over these websites and webpages, and is not responsible for their contents or their use. By linking to a non-U.S. Coalition of Black Women Businesses Inc. website or webpage, U.S. Coalition of Black Women Businesses Inc. does not represent or imply that it endorses such website or webpage. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. U.S. Coalition of Black Women Businesses Inc. disclaims any responsibility for any harm resulting from your use of non-U.S. Coalition of Black Women Businesses Inc. websites and webpages.
4. **Copyright Infringement and DMCA Policy.** As U.S. Coalition of Black Women Businesses Inc. asks others to respect its intellectual property rights, it respects the intellectual property rights of others. If you believe that material located on or linked to by USCBWB.ORG violates your copyright, you are encouraged to notify U.S. Coalition of Black Women Businesses Inc. in accordance with U.S. Coalition of Black Women Businesses Inc.' Digital Millennium Copyright Act ("DMCA") Policy. U.S. Coalition of Black Women Businesses Inc. will respond to all such notices, including as required or appropriate by removing the infringing material or disabling all links to the infringing material. U.S. Coalition of Black Women Businesses Inc. will terminate a visitor's access to and use of the Website if, under appropriate circumstances, the visitor is determined to be a repeat infringer of the copyrights or other intellectual property rights of U.S. Coalition of Black Women Businesses Inc. or others. In the case of such termination, U.S. Coalition of Black Women Businesses Inc. will have no obligation to provide a refund of any amounts previously paid to U.S. Coalition of Black Women Businesses Inc.

5. **Intellectual Property.** This Agreement does not transfer from U.S. Coalition of Black Women Businesses Inc. to you any U.S. Coalition of Black Women Businesses Inc. or third party intellectual property, and all right, title and interest in and to such property will remain (as between the parties) solely with U.S. Coalition of Black Women Businesses Inc.. U.S. Coalition of Black Women Businesses Inc., USCBWB.ORG, and the USCBWB.ORG logo, and all other trademarks, service marks, graphics and logos used in connection with the Website are trademarks or registered trademarks of U.S. Coalition of Black Women Businesses Inc. Other trademarks, service marks, graphics and logos used in connection with the Website may be the trademarks of other third parties. Your use of the Website grants you no right or license to reproduce or otherwise use any U.S. Coalition of Black Women Businesses Inc. or third-party trademarks.
6. **Changes.** U.S. Coalition of Black Women Businesses Inc. reserves the right, at its sole discretion, to modify or replace any part of this Agreement. It is your responsibility to check this Agreement periodically for changes. Your continued use of or access to the Website following the posting of any changes to this Agreement constitutes acceptance of those changes. U.S. Coalition of Black Women Businesses Inc. may also, in the future, offer new services and/or features through the Website (including, the release of new tools and resources). Such new features and/or services shall be subject to the terms and conditions of this Agreement.
7. **Termination.** U.S. Coalition of Black Women Businesses Inc. may terminate your access to all or any part of the Website at any time, with or without cause, with or without notice, effective immediately. If you wish to terminate this Agreement or your USCBWB.ORG account (if you have one), you may simply discontinue using the Website. USCBWB can terminate the Website immediately as part of a general shut down of our service. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.
8. **Disclaimer of Warranties.** The Website is provided "as is". U.S. Coalition of Black Women Businesses Inc. and its suppliers and licensors hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. Neither U.S. Coalition of Black Women Businesses Inc. nor its suppliers and licensors, makes any warranty that the Website will be error free or that access thereto will be continuous or uninterrupted. You understand that you download from, or otherwise obtain content or services through, the Website at your own discretion and risk.
9. **Limitation of Liability.** In no event will U.S. Coalition of Black Women Businesses Inc., or its suppliers or licensors, be liable with respect to any subject matter of this agreement under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost of

procurement for substitute products or services; (iii) for interruption of use or loss or corruption of data; or (iv) for any amounts that exceed the fees paid by you to U.S. Coalition of Black Women Businesses Inc. under this agreement during the twelve (12) month period prior to the cause of action. U.S. Coalition of Black Women Businesses Inc. shall have no liability for any failure or delay due to matters beyond their reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.

10. **General Representation and Warranty.** You represent and warrant that (i) your use of the Website will be in strict accordance with the U.S. Coalition of Black Women Businesses Inc.' Private Policy, with this Agreement and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside) and (ii) your use of the Website will not infringe or misappropriate the intellectual property rights of any third party.
11. **Indemnification.** You agree to indemnify and hold harmless U.S. Coalition of Black Women Businesses Inc., its contractors, and its licensors, and their respective directors, officers, employees and agents from and against any and all claims and expenses, including attorneys' fees, arising out of your use of the Website, including but not limited to your violation of this Agreement.
12. **Miscellaneous.** This Agreement constitutes the entire agreement between U.S. Coalition of Black Women Businesses Inc. and you concerning the subject matter hereof, and they may only be modified by a written amendment signed by an authorized executive of U.S. Coalition of Black Women Businesses Inc., or by the posting by U.S. Coalition of Black Women Businesses Inc. of a revised version. Except to the extent applicable law, if any, provides otherwise, this Agreement, any access to or use of the Website will be governed by the laws of the state of New York, U.S.A., excluding its conflict of law provisions, and the proper venue for any disputes arising out of or relating to any of the same will be the state and federal courts located in Eastern District, New York. Except for claims for injunctive or equitable relief or claims regarding intellectual property rights (which may be brought in any competent court without the posting of a bond), any dispute arising under this Agreement shall be finally settled in accordance with the Comprehensive Arbitration Rules of the Judicial Arbitration and Mediation Service, Inc. ("JAMS") by three arbitrators appointed in accordance with such Rules. The arbitration shall take place in Eastern District, New York, in the English language and the arbitral decision may be enforced in any court. The prevailing party in any action or proceeding to enforce this Agreement shall be entitled to costs and attorneys' fees. If any part of this Agreement is held invalid or unenforceable, that part will be construed to

reflect the parties' original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. You may assign your rights under this Agreement to any party that consents to, and agrees to be bound by, its terms and conditions; U.S. Coalition of Black Women Businesses Inc. may assign its rights under this Agreement without condition. This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.