

# Terms of Use

**Last Updated:** These Terms of Use were last updated on April, 26 2022. Please check back periodically for updates and changes.

Please read the following terms and conditions (the “**Terms of Use**”) carefully. These Terms of Use govern your access to and use of the Bank on Women website located at <https://www.bankonwomen.org/> (the “**Site**”), any associated Content (as defined below) (the Site, together with the Content, are collectively referred to as the “**System**”), and the services, features, functionalities, and offers made available through the System (the “**Services**”).

In these Terms of Use, “**you**” and “**your**” refer to (a) you, the individual accessing the System and/or using the Services, (b) any electronic agent accessing the System and/or using the Services on behalf of an individual or business entity, and (c) the business entity on whose behalf an individual or electronic agent is accessing the System and/or using the Services; and “**Bank on Women**”, “**we**”, “**us**” or “**our**” refers to Bank on Women, Inc. and all of its respective members, affiliates, subsidiaries, directors, officers and employees.

These Terms of Use constitute a contract between you and Bank on Women.

**BY ACCESSING, BROWSING, DOWNLOADING, USING, OR REGISTERING TO RECEIVE THE SYSTEM OR SERVICES, YOU ACKNOWLEDGE THAT YOU ACCEPT AND AGREE TO BE BOUND BY THESE TERMS OF USE IN FULL. IF YOU DO NOT AGREE TO THESE TERMS OF USE, DO NOT USE ANY PORTION OF THE SYSTEM OR THE SERVICES.**

## **Minors**

If you are a minor in your state of residence, then you are not authorized to use the System, unless (a) you have secured the authorization of your parent or legal guardian to use the System and your parent or legal guardian has agreed to these Terms of Use on your behalf, (b) your parent or legal guardian has not revoked such agreement, and (c) you agree to the provisions of these Terms of Use.

## **Changes to the Terms of Use**

We reserve the right to update or modify these Terms of Use at any time. All such updates and modifications will be effectively immediately upon notice thereof, which we may give by any means, including, but not limited to, posting a revised version of these Terms of Use. It is Your responsibility to review these Terms of Use from time to time to ensure that you continue to agree with all of its terms. Your continued use of the System and/or the Services thereafter signifies your acceptance to such changes.

The version of these Terms of Use posted on our Site on each respective date you visit the System will be the Terms of Use applicable to your access and use of the System and Services on that date. Our electronically or otherwise properly stored copy of the Terms of Use shall be deemed to be the true, complete, valid, and authentic copy of the version of the Terms of Use that was in force on each respective date you visited the System. We reserve the right to terminate these Terms of Use, or to refuse, restrict, or discontinue access to the System or use of the Services (or any portions, components, or features thereof) to you or any other person or entity, for any reason or for no reason whatsoever, at any time, without notice or liability.

## **Ownership of the System and Access License**

You understand and agree that Bank on Women owns, or (where required, appropriate, or applicable) has been licensed by third parties to use, all right, title, and interest in and to the System and the Services, and all information, text, data, computer code, music, artwork, databases, graphics, images, sound recordings, audio and visual clips, logos, software, and other materials contained therein, and the compilation, collection, design, selection, and arrangement thereof (collectively, the “**Content**”), as well as the design, structure, selection, coordination, expression, “look and feel,” and arrangement of such Content. For the avoidance of doubt, “Content” does not include any Third Party Materials (as defined below) or any features, opportunities, or services made available through third party websites.

You acknowledge that the System and the Services are proprietary to Bank on Women and are protected by applicable intellectual property and other proprietary rights, laws, and treaties of the United States and other countries, and that you acquire no ownership interest in the System or the Services by accessing and using either the System or the Services.

Bank on Women grants you a personal, non-exclusive, non-transferable, revocable, limited license to use the System and the Services solely for your personal or non-commercial use and subject to the condition that you do not (and do not allow any third party to) copy, modify, create a derivative work from, reverse engineer, reverse assemble, or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in, or otherwise transfer any right in or access to the System, the Services, or any other Content available via the System or the Services. All rights not expressly granted to you in these Terms of Use are reserved and retained by Bank on Women.

## **Non-Commercial Use of the System and Services**

Bank on Women reserves the right to do any of the following at any time without notice: (i) modify, suspend, or terminate operation of or access to the System, the Services, or any portion thereof, for any reason; (ii) modify or change the System, the Services, or any portion thereof, and any applicable policies or terms; and (iii) interrupt the operation of the System, the Services, or any portion thereof, as necessary to perform routine or non-routine maintenance, perform error correction, or make other changes.

You represent and agree that all information that you provide to Bank on Women in connection with your access to and use of the System and the Services is and shall be true, accurate, and complete, to the best of your knowledge, ability, and belief.

The System is made available for your personal, non-commercial use. Any use or attempted use of the System and/or the Services (i) for any unlawful, unauthorized, fraudulent or malicious purpose; (ii) that could damage, disable, overburden, or impair any server, or the network(s) connected to any server; (iii) that could interfere with any other party's use and enjoyment of the System or the Services; (iv) to gain unauthorized access to any other accounts, computer systems or networks connected to any server or systems through hacking, password mining or any other means; (v) to access systems, data or information not intended by Bank on Women to be made accessible to a user; (vi) to attempt to obtain any materials or information through any means not intentionally made available by us; or (vii) for any use other than the purpose for which it was intended, is prohibited.

In addition, in connection with your use of the System and the Services, you agree you will not:

- (a) advertise or solicit any person or entity to buy or sell any products or services through the System, or use any Content obtained from the System in order to contact, advertise to, solicit, or sell to any person or entity;
- (b) upload or transmit any message, information, data, text, software or images, or other content that is unlawful, immoral, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or otherwise objectionable, or that may invade another's right of privacy or publicity;
- (c) create a false identity for the purpose of misleading others or impersonate any person or entity, including, without limitation, any Bank on Women representative, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- (d) upload or transmit any material that you do not have a right to reproduce, display or transmit under any law or under contractual or fiduciary relationships (such as nondisclosure agreements);
- (e) upload files that contain viruses, Trojan horses, worms, time bombs, cancel-bots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another;
- (f) delete any author attributions, legal notices or proprietary designations or labels that you upload to any communication feature;
- (g) use any of the System's or Services' communication features in a manner that adversely affects the availability of its resources to other users (e.g., use of all caps, or flooding continuous posting of repetitive text);
- (h) upload or transmit any unsolicited advertising, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes" or any other form of solicitation, commercial or otherwise;
- (i) violate any applicable local, state, national or international law;
- (j) upload or transmit any material that infringes any patent, trademark, service mark, trade secret, copyright or other proprietary rights of any party;
- (k) delete or revise any material posted by any other person or entity;
- (l) probe, scan, test the vulnerability of or breach the authentication measures of, the System or any related networks or systems;
- (m) register, subscribe, attempt to register, attempt to subscribe, unsubscribe, or attempt to unsubscribe, any party for any products or services if you are not expressly authorized by such party to do so;
- (n) harvest or otherwise collect information about others, including e-mail addresses;
- (o) use any modified versions of the System or the Services, for any reason whatsoever, without the express written consent of Bank on Women;
- (p) attempt to gain any unauthorized access to the System, the Services or any of its associated Content, including computer systems, software, or networks; or
- (q) use any robot, spider, scraper, or other automated or manual means to access the System or the Services, or copy any Content or information thereon.

Bank on Women reserves the right to take whatever lawful actions it may deem appropriate in response to actual or suspected violations of these Terms of Use, including, without limitation, the suspension or termination of your access and/or account. Bank on Women may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Bank on Women reserves the right at all times to disclose any information as Bank on Women deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Bank on Women's sole discretion. You also agree to reimburse Bank on Women for any damage, loss, cost or expense Bank on Women incurs (including fees or costs of attorneys, accountants, professional advisors, and other experts incurred in connection with the defense or settlement of the foregoing) because of your use of the System or the Services for any unlawful or prohibited purpose.

## **Accounts, Passwords, and Security**

In order to utilize certain Services, you may need to set up an account (including establishing a login ID and password). You are entirely responsible for maintaining the confidentiality of your account information, including your login ID and password, and for any and all activity that occurs under your account or login ID. You agree to notify Bank on Women immediately upon learning of any unauthorized use of your account, login ID, or password or any other unauthorized access or breach of security. However, you may be held liable for losses incurred by Bank on Women or any other person or entity due to another person using your account, login ID, or password.

You may not use any other user's account, login ID, or password at any time without the express permission and consent of the holder of that account, login ID, or password. You may not transfer or assign your account.

Bank on Women cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations.

We reserve the right to immediately suspend or terminate, with or without notice, your account in the event that you breach any of these Terms of Use.

## **Submissions**

Any information, communications, or material of any type or nature that you submit to or post on the System (or to any of our pages on a social media platform or other website) by e-mail, posting, messaging, uploading, downloading, or otherwise (collectively, a "**Submission**") is done at your own risk and without any expectation of privacy. Bank on Women does not own any Submissions provided via the System. You are fully responsible for all Submissions, which must comply with these Terms of Use. You hereby agree that by inputting/submitting such Submissions, you grant Bank on Women a nonexclusive, unrestricted, irrevocable, worldwide, sublicenseable, transferable, perpetual, unlimited, assignable, fully paid up and royalty-free right to copy, display, edit, publish, prepare derivative works of, distribute, process, analyze, use and commercialize, in any media known or hereinafter developed, such Submissions (or any content or materials contained therein). You hereby represent and warrant that you have the full legal right to so use such Submissions and that they, and any content or material contained therein, are not confidential or proprietary to any third party, nor are you using it in violation of any law or contractual restriction.

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## **Electronic Communications**

When you use the System and/or Services or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on the System and/or Services. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You further agree that any notices provided by us electronically are deemed to be given and received on the date we transmit any such electronic communication as described in these Terms of Use.

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You represent and warrant that any information, materials, software, or data that you submit to or through the System, or that you access, use, download, or otherwise obtain on or through the System, are: (a) up-to-date, accurate, complete, reliable, truthful, and suitable to and appropriate for the purpose for which they are intended; and (b) free of viruses and other disabling devices and destructive routines.

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ACCURACY, TIMELINESS, OR QUALITY OF THE SYSTEM OR THE SERVICES. UNDER NO CIRCUMSTANCES SHALL BANK ON WOMEN, OR ITS CONTRACTORS, SUPPLIERS, CONTENT PROVIDERS, OR THE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS OF EACH OF THE FOREGOING, BE LIABLE TO YOU OR ANY OTHER THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, OR SIMILAR DAMAGES OR COSTS (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR DATA, LOSS OF GOODWILL, LOSS OF OR DAMAGE TO PROPERTY, LOSS OF USE, BUSINESS INTERRUPTION, AND CLAIMS OF THIRD PARTIES) ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF USE, THE SYSTEM, THE SERVICES, OR ANYTHING DESCRIBED IN THE FOREGOING CLAUSES (A) THROUGH (F) OF THIS PARAGRAPH, OR ANY OTHER CAUSE BEYOND THE CONTROL OF BANK ON WOMEN, EVEN IF BANK ON WOMEN WAS ADVISED, KNEW, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES OR COSTS. IN A JURISDICTION THAT DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN DAMAGES, THE AGGREGATE LIABILITY OF BANK ON WOMEN AND ITS CONTRACTORS, SUPPLIERS, CONTENT PROVIDERS, AND THE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AND AGENTS OF EACH OF THE FOREGOING, SHALL BE LIMITED IN ACCORDANCE WITH THESE TERMS OF USE TO THE FULLEST EXTENT PERMITTED BY LAW.

WITHOUT LIMITING ANY OF THE FOREGOING, IF BANK ON WOMEN, ITS CONTRACTORS, SUPPLIERS, CONTENT PROVIDERS, OR ANY OF THE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, OR AGENTS OF ANY OF THE FOREGOING, IS FOUND LIABLE TO YOU OR TO ANY THIRD PARTY AS A RESULT OF ANY CLAIMS OR OTHER MATTERS ARISING UNDER OR IN CONNECTION WITH THESE TERMS OF USE, THE SYSTEM, OR THE SERVICES, BANK ON WOMEN AND SUCH PARTIES' CUMULATIVE, AGGREGATE, AND MAXIMUM LIABILITY FOR ALL SUCH CLAIMS AND OTHER MATTERS IN ANY CALENDAR YEAR SHALL NOT EXCEED USD \$100.

### **Indemnification**

You agree to indemnify, defend and hold Bank on Women harmless from and against all claims, demands, suits or other proceedings, and all resulting loss, damage, liability, cost, and expense (including attorneys' fees), brought by any third party in connection with or arising out of content, data, or information that you submit, post to, or transmit through the System or Services, your access to and use of the System and/or Services, your violation of these Terms of Use, your violation of any applicable law, regulation or code, or your violation of any rights of another. We reserve, and you grant to us, the right to assume exclusive defense and control of any matter subject to indemnification by you hereunder. All rights and duties of indemnification that are set forth herein shall survive termination of these Terms of Use.

### **Typographical Errors**

The System and the Services could include technical inaccuracies or typographical errors. Bank on Women shall have no liability in connection with any such inaccuracies or errors, nor shall Bank on Women have any obligation to identify and/or correct any such inaccuracies or errors.

### **Links to Other Websites**

For your convenience, certain hyperlinks may be provided on the System and Services that link to other websites or social media platforms which are not under the control of Bank on Women (the "**Linked Websites**"). Bank on Women does not endorse or sponsor any Linked Websites and is not responsible for

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### **Links to the System**

Neither you nor any other website may link to the System without the permission of Bank on Women. In any event, without our express, prior, written permission, it is expressly prohibited to: (a) “deep link” to any page of the System other than the home page; (b) “frame” the System or otherwise cause the System to appear in a window with any other material that does not constitute Content; (c) cause any hyperlink to the System, to be displayed in any way that is disparaging to Bank on Women or any entity that is affiliated or associated with Bank on Women; or (d) otherwise imply or state that any type of relationship or special arrangements exist with Bank on Women and any other entity. You agree that you will promptly remove any hyperlink to the System upon the written request of Bank on Women. In no event will you use any logo or trademark of Bank on Women as a hyperlink “button”, or in any other manner, without Bank on Women’s express written consent.

### **Disclaimer of Third Party Information**

To the extent that any information, material, or functionality on the System and Services is provided by third party content providers (“**Third Party Materials**”), Bank on Women has no editorial control or responsibility over such Third Party Materials. Therefore, any opinions, statements, products, services or other Third Party Materials are those of the applicable third party. Bank on Women does not represent or endorse the accuracy or reliability of any opinion, statement or other information provided by any third party (including any Submissions), or represent or warrant that your use of any Third Party Materials will not infringe rights of third parties not owned by or affiliated with Bank on Women.

### **General**

These Terms of Use and any applicable promotions terms (as each may be revised and amended from time to time according to their respective terms) collectively constitute the entire agreement with respect to your access to and use of the System and the Services. You agree that you shall not contest the admissibility or enforceability of Bank on Women’s copy of these Terms of Use in connection with any action or proceeding arising out of or relating to these Terms of Use. Except as expressly provided for herein, these Terms of Use do not confer any rights, remedies, or benefits upon any person or entity other than you and Bank on Women. Bank on Women may assign its rights and duties under these Terms of Use at any time to any third party without notice. You may not assign these Terms of Use without the prior written consent of Bank on Women. These Terms of Use shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns. You are responsible for complying with any and all laws of the jurisdiction from which you are accessing the System and using the Services and any other jurisdiction whose laws apply to you or your actions. To the extent any portion of these Terms of Use shall be determined to be unenforceable by a court of competent jurisdiction, such portion will be modified by the court solely to the extent necessary to cause such portion to be enforceable, and these

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You agree that any violation, or threatened violation, by you of these Terms of Use constitutes an unlawful and unfair business practice that will cause us irreparable and unquantifiable harm. You also agree that monetary damages would be inadequate for such harm and consent to our obtaining any injunctive or equitable relief that we deem necessary or appropriate. These remedies are in addition to any other remedies we may have at law or in equity.

### **Governing Law/Jurisdiction/Claims Limitation**

These Terms of Use shall be governed by and construed under the laws of the District of Columbia, without regard to conflicts of laws, principles or rules. Any legal action brought by you that arises out of or relates to these Terms of Use or your access to and use of the System or the Services must be commenced within one year after the cause of action arises. You hereby expressly consent and irrevocably submit to the exclusive jurisdiction of the district and federal courts sitting in District of Columbia for resolution of any matters related to interpretation, construction, or enforcement of these Terms of Use or otherwise in connection with these Terms of Use or otherwise related to or in connection with your access to and use of the System or the Services. You further expressly waive any claim that venue is improper for any reason in these courts.

### **Contact Us**

Bank on Women welcomes any comments or questions you may have regarding these Terms of Use, the System, and/or the Services. Please contact us with your comments or questions [info@bankonwomen.org](mailto:info@bankonwomen.org)