

# **Girl's CEO Connection LLC**

## **Terms of Service and Conditions of Use**

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE ACCESSING OR USING OUR WEBSITE. BY ACCESSING OR USING OUR WEBSITE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH BELOW. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, YOU MAY NOT ACCESS OR USE OUR WEBSITE. IF YOU DO NOT UNDERSTAND THESE TERMS AND CONDITIONS, DO NOT USE OUR WEBSITE. WE MAY MODIFY THIS AGREEMENT AT ANY TIME WITHOUT INDIVIDUAL, SPECIFIC NOTICE TO YOU, AND SUCH MODIFICATIONS SHALL BE EFFECTIVE IMMEDIATELY UPON POSTING OF THE MODIFIED AGREEMENT ON OUR WEBSITE. YOU AGREE TO REVIEW THE AGREEMENT PERIODICALLY TO BE AWARE OF SUCH MODIFICATIONS AND YOUR CONTINUED ACCESS OR USE OF OUR WEBSITE AFTER SUCH NOTICE SHALL BE DEEMED YOUR CONCLUSIVE ACCEPTANCE OF THE MODIFIED AGREEMENT, INCLUDING ANY AND ALL MODIFICATIONS, ADDITIONS, DELETIONS, OR OTHER CHANGES. OUR WEBSITE AND CONTENT ARE PROVIDED ON AN 'AS IS' BASIS WITHOUT ANY WARRANTIES OF ANY KIND. OUR WEBSITE AND ITS SUPPLIERS, UNLESS OTHERWISE INDICATED, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIM ALL WARRANTIES, INCLUDING (BUT NOT LIMITED TO) THE WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES RIGHTS, AND THE WARRANTY OF FITNESS FOR PARTICULAR PURPOSE. OUR WEBSITE AND ITS SUPPLIERS MAKE NO WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THE CONTENT, SERVICES, SOFTWARE TEXT, GRAPHICS, AND LINKS.

By using this website, you agree to obey these Terms of Use. Our website (and other "internal" websites stemming from it, such as specific membership sites or webpages pertinent to the main website or weblog) is an online (and, periodically, offline) information service and is subject to your compliance with the terms and conditions set forth below (all parts and parties collectively referred to as our website).

Any other policies, notices, or other legal/administrative pages contained in our website are necessarily incorporated into these Terms of Use. This may include, without limitation, any DMCA Policy, Privacy Policy, Notices, Disclaimer, and Copyright Notice. You agree to obey all applicable laws and regulations regarding your use of our website and the content and materials provided in it.

**Use of Our Website.** You agree, acknowledge, and accept that we are not trained professionals and do not purport to render professional or expert advice in any arena. Data contained on or made available through our website is not intended to be, and does not constitute, legal advice. Our website, and your use of it, does not create an attorney-client relationship. We do not warrant or guarantee the accuracy, adequacy, or regency of the data contained in or linked to our website. Your use of our website or materials linked to our website is completely at your own risk. You should not act or depend on any data on our website, where applicable, without seeking

the counsel of a competent lawyer licensed to practice in your jurisdiction for your particular legal issues. You should not act or depend on any data on our website, where applicable, without seeking the counsel of a competent physician licensed to practice in your jurisdiction for your particular medical issues. You should not act or depend on any data on our website, where applicable, without seeking the counsel of a competent financial advisor licensed to practice in your jurisdiction for your particular financial needs and issues. We reserve the right in our sole discretion to edit or delete any data appearing on our website.

**Your Duty to Other Users.** Your use of our website is for your own personal, non-commercial benefit. In no way are you to leverage our website in a way that mines for the personal information of other, whether in blog comments or otherwise, for your own use or for the benefit of others. This includes, but is not limited to, spam (unsolicited commercial email). If you inadvertently obtain personal information about other users, you shall not share this with anyone else.

**Restricted Access.** Access to certain areas of our website is restricted. We reserve the right to restrict access to other areas of our website, or indeed our whole website, at our discretion. If we provide you with a user ID (username) and password to enable you to access restricted areas of our website or other content or services, you must ensure that that user ID and password is kept confidential. You may not share your user ID and/or password with anyone for any reason, either directly or indirectly. You accept responsibility for all activities that occur under your user ID or password. We may disable your user ID and password at our sole discretion or if you breach any of the policies or terms governing your use of our website or any other contractual obligation you owe to us.

**Assumption of Risk.** YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF OUR WEBSITE AND THE INTERNET. OUR WEBSITE PROVIDES OUR WEBSITE AND RELATED INFORMATION "AS IS" AND DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER (INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE OR NONINFRINGEMENT, OR THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH REGARD TO THE PRODUCT OR SERVICE, ANY MERCHANDISE INFORMATION OR SERVICE PROVIDED THROUGH THE SERVICE OR ON THE INTERNET GENERALLY, AND OUR WEBSITE SHALL NOT BE LIABLE FOR ANY COST OR DAMAGE ARISING EITHER DIRECTLY OR INDIRECTLY FROM ANY SUCH TRANSACTION. IT IS SOLELY YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS AND USEFULNESS OF ALL OPINIONS, ADVICE, SERVICES, MERCHANDISE AND OTHER INFORMATION PROVIDED THROUGH THE SERVICE OR ON THE INTERNET GENERALLY. OUR WEBSITE DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE SERVICE WILL BE CORRECTED.

Our website cannot and does not guarantee or warrant that files available for downloading through our website will be free of infection or viruses, worms, Trojan horses or other code that manifest contaminating or destructive properties. You are responsible for implementing

sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to our website for the reconstruction of any lost data.

**Limitation of Liability.** The content may contain inaccuracies or typographical errors. Our website makes no representations about the accuracy, reliability, completeness, or timeliness of the content or about the results to be obtained from using our website or the content on it. Use of our website and the content is at your own risk. Changes are periodically made to our website, and may be made at any time.

WE DO NOT WARRANT THAT OUR WEBSITE WILL OPERATE ERROR-FREE OR THAT OUR WEBSITE AND ITS SERVER ARE FREE OF COMPUTER VIRUSES AND OTHER HARMFUL GOODS OR CONDITIONS. IF YOUR USE OF OUR WEBSITE OR THE CONTENT RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, OUR WEBSITE IS NOT RESPONSIBLE FOR THOSE COSTS.

**Express Disclaimer of Consequential Damages.** IN NO EVENT WILL OUR WEBSITE, ITS SUPPLIERS, OR ANY THIRD PARTIES MENTIONED AT OUR WEBSITE BE LIABLE FOR (I) ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT OR OTHER DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR INFORMATION, AND THE LIKE) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICE, OR ANY INFORMATION, OR TRANSACTIONS PROVIDED ON THE SERVICE, OR DOWNLOADED FROM THE SERVICE, OR ANY DELAY OF SUCH INFORMATION OR SERVICE. EVEN IF OUR WEBSITE OR ITS AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SERVICE AND/OR MATERIALS OR INFORMATION DOWNLOADED THROUGH THE SERVICE. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW, RESULTING IN THE SMALLEST DOLLAR AMOUNT PERMITTED FOR THE AGGREGATE LIABILITY FOR BOTH OUR WEBSITE AND AFFILIATED PARTIES FOR A CLAIM DERIVING FROM OR RELATED TO OUR WEBSITE. THIS IS IN PLACE OF ANY AND ALL OTHER REMEDIES OTHERWISE AVAILABLE.

**Links to Other Websites.** Our website contains links to third party Websites. We make no representations whatsoever about any other website which you may access through this one or which may link to this website. When you access a website from our website, please understand that it is independent from our website, and that our website has no control over the content on that website. These links are provided solely as a convenience to you and not as an endorsement by our website of the contents on such third-party Websites. Our website is not responsible for the content of linked third-party Websites and does not make any representations regarding the content or accuracy of material on such third party Websites. If you decide to access linked third-party Websites, you do so at your own risk. We do not necessarily endorse, recommend, suggest

or otherwise make any overture or prompt for action regarding any product or service offered. You should assume we are compensated for any purchases you make. Again, any income claims should be construed as atypical results and you assume the risk that inferior results obtain, including losses, for which we carry no responsibility or liability.

We do not necessarily screen communications in advance and we are not responsible for screening or monitoring material posted by users of our website. If observed by our website and/or notified by a user of communications which allegedly do not conform to this agreement, our website may investigate the allegation and determine in good faith and its sole discretion whether to remove or request the removal of the communication. Our website has no liability or responsibility to users of our website for performance or nonperformance of such activities. Our website reserves the right to expel users of our website and prevent their further access to our website for violating this agreement or any law or regulation, and also reserves the right to remove communications which are abusive, illegal, or disruptive.

**Indemnification.** You agree to indemnify, defend and hold harmless our website, its members, officers, directors, employees, agents, licensors, suppliers and any third party information providers to our website from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any use of our website or violation of this Agreement (including negligent or wrongful conduct) by you or any other person accessing our website.

**Third Party Rights.** The provisions of Use of the Service and Indemnification are for the benefit of our website and its owners, officers, directors, employees, agents, licensors, suppliers, and any third party information providers to the Service. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against you on its/their own behalf.

**Termination.** We reserve the right to investigate complaints or reported violations of these Terms of Use and to take any action we deem appropriate, including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any data necessary or appropriate to such persons or entities relating to your profile, email addresses, usage history, IP addresses and traffic data.

**Governing Law.** This Agreement shall be treated as though executed, set in force, and performed in the State of our address on record ("Home State"). Accordingly, it shall be governed and construed in accordance with the laws of the Home State in terms of those applicable to agreements, without regard to conflict of law principles.

**Disputes.** Any cause of action by you with respect to our website must be instituted within one (1) year after the cause of action arose or be forever waived and barred. All actions shall be subject to the limitations set forth in these Terms of Use. Any legal claim arising out of or relating to these Terms of Use or our website, excluding intellectual property right infringement and other claims by us shall be settled confidentially through mandatory binding arbitration per the American Arbitration Association commercial arbitration rules. The arbitration shall be conducted in the Home State. Each party shall bear one half of the arbitration fees and costs incurred, and each party shall bear its own lawyer fees. All claims shall be arbitrated on an

individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party.

**Modification.** Neither the course of conduct between the parties nor industry trade practice shall act to modify any provision of this Agreement.

**Assignability.** We may assign our rights and duties under this Agreement to any party at any time without notice to you.

The language in the **Terms of Service and Conditions of Use** shall be interpreted as to its fair meaning and not strictly for or against any party. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting these Terms of Use, as the Agreement shall be construed as having been co-authored by the parties.

**Severability.** Should any part of these Terms of Use be held invalid or unenforceable, that portion shall be construed as much as possible consistent with applicable law and severability shall apply to the remaining portions, so they remain in full force and effect.

To the extent that anything in or associated with our website is in conflict or inconsistent with these Terms of Use, these Terms of Use shall take precedence.

**Waiver.** Our failure to enforce any provision of these Terms of Use shall not be deemed a waiver of the provision nor of the right to enforce the provision. Our rights under these Terms of Service and Conditions of Use shall survive any termination of this agreement. Any rights not expressly granted herein are reserved.

**CHANGE NOTICE:** The contents of this page can without notice. You hereby agree to abide by any changes made to our website or these notices. These changes are necessitated, and carried out, in order to protect you and our website. You should check back frequently as no other notice of changed content will be provided either before or after the change takes effect.

**QUESTIONS/COMMENTS/CONCERNS:** If you have any questions about the contents of this page, or simply wish to reach us for any other reason, you may do so by using our Contact information.