



## PRIVACY POLICY

To demonstrate our commitment to the privacy of your personal information, we have developed this policy, which discloses our privacy practices for the personal information we collect through this Web Site.

BY USING THE WEB SITE YOU AGREE AND CONSENT TO OUR USE OF YOUR PERSONAL INFORMATION AS DESCRIBED IN THIS POLICY, WHICH IS INCORPORATED INTO AND SUBJECT TO OUR WEB SITE TERMS OF USE.

IF YOU DO NOT AGREE WITH AND CONSENT TO OUR USE OF YOUR PERSONAL INFORMATION AS DESCRIBED IN THIS PRIVACY POLICY, PLEASE DO NOT PROVIDE YOUR PERSONAL INFORMATION TO US THROUGH THIS WEB SITE.

This policy informs you about:

What personal information we collect

Who collects and owns the information

How we use your personal information or disclose it to third parties

What choices you have regarding collection, use and disclosure of your personal information

How to correct, update or delete your personal information

What kind of security procedures we use to protect against the loss, misuse or alteration of information under our control

How this policy may be amended

"Personal information" is information that would allow someone to identify or contact you, including, for example, your full name, address, and telephone number, and/or email address. Personal information does not include aggregated information that, by itself, does not permit the identification of any one individual.

### 1. What Information Is Collected.

Users may browse through the informational portion of our Web Site without providing us with any personal information. However, if you request information or materials from us, we may ask for your contact information, such as your name, email address, company name, address, and phone number. In addition, we may collect personal information from you when you send us emails or submit other forms



of information directly to us. We may also collect personal information from you at other points on our Web Site that state that personal information is being collected.

Our Web Site contains secure pages, which are only accessible by Tier 1 Constituents – Corporate Members, WBENC Certified Women Business Enterprises, Regional Partner Organizations, and WBENC Staff. Secure pages include Brand Guidelines, RFP-Q-I, the WBENC Blog, and Committee Intranets.

To obtain access to secure pages on our Web Site, you must be a Tier 1 Constituent in good standing.

To receive some WBENC information (President's Report, Promote!, Alerts!, Announcements, etc.), you are required to complete a registration form. This registration form will request certain personal information about the Web Site user. This information will be compiled into a profile. Such information may include at least the following: name, address, email address, company name, phone number, work address, and WBENC Certification Number.

In addition, we may use a feature of your browser called a "cookie" to identify you while you are using the Web Site. Cookies are small pieces of information stored on your hard drive, not on our Web Site. Cookies make your Internet experience quicker and more convenient. You are always free to decline our cookies if your browser permits, but some parts of our Web Site may not work properly if you do. We may also use cookies for other purposes, including enhancements to the registration system. In addition, we may also collect your Internet Protocol (or IP) addresses and browsing habits (such as pages viewed and other clickstream data) to help us analyze traffic on the Web Site, and we may have link identification numbers when you link to the Web Site from web sites of our partners.

## 2. Who Collects Your Information.

WBENC owns this Web Site and the personal information collected through this Web Site. We may outsource to a third party the hosting and operation of the Web Site. However, such third parties do not and will not have any ownership interest in the personal information collected or any right to use the personal information apart from the operation of the Web Site. WBENC is not responsible for the privacy practices of any third parties.



Our mailing address is WBENC, 1120 Connecticut Avenue NW, Suite 1000, Washington, DC 20036, and our email address for privacy concerns or questions is [info@wbenc.org](mailto:info@wbenc.org).

### 3. How We Use Your Information or Disclose It to Third Parties.

We use the personal information collected through this Web Site to administer and deliver our services and programs. In connection with the delivery of our services and programs, we may share the personal information with third-party partners or vendors who help deliver or administer the services and programs, but they are only permitted to use the information in connection with the delivery or administration of our services.

We may also use the personal information collected through the Web Site to provide you with information or newsletters related to our services, and to promote our services to you or your company as listed in your profile. This may include sending you information and promotions via email, postal mail, fax, or telephone calls. However, for information that we have collected through your voluntary participation in an online customer survey to obtain your suggestions or comments about WBENC's services or programs, we use such information only for the purpose for which it was collected. We will not use such survey information for direct marketing or disclosure to other companies.

We also use personal information on an aggregated basis for a variety of purposes, including operating and enhancing our Web Site and our services, internal marketing research, and management reporting. We reserve the right to use and disclose this aggregated information to third parties for any purpose. Aggregate information will not identify any one specific individual.

### 4. Controlling the Collection, Use and Distribution of Your Information.

You can control the content of the personal information we collect from you by following the instructions stated below in section 5. In addition, if you do not want to receive marketing materials or communications from us or, subject to section 5, do not want your contact information disclosed to third parties apart from the delivery or administration of our services, you can opt-out by contacting us at [info@wbenc.org](mailto:info@wbenc.org).

Please note that if you provide any information on your own or directly to third parties who may be linked to, or otherwise connected with our Web Site, different rules may apply to their use or disclosure of your personal information. We encourage you to investigate and ask questions before disclosing information to third parties. You should review the privacy policy of any site linked to our Web Site, prior to providing



any information on or to that site. This Privacy Policy applies only to this Web Site and does not apply to any third-party site that may link to or be linked from this Web Site.

In the event we need to investigate or resolve possible problems or inquiries, we can (and you authorize us to do so) disclose any information about you to private entities, law enforcement or other government officials as we, in our sole discretion, believe necessary or appropriate.

#### 5. Correcting, Updating and Deleting Your Personal Information.

You can access, update, or delete your personal information by contacting us at [info@wbenc.org](mailto:info@wbenc.org). However, for verification and security purposes, before we allow you to access, update, or delete your personal information through any means, you may be asked to provide us certain personal information. We are not responsible for removing your personal information from the records of any third party who has previously been provided with your information in accordance with this Privacy Policy.

If you choose to delete any of your personal information that is maintained by us, it will not be used by us or disclosed to third parties in the future in the ordinary course of business. However, even if you delete or change some personal information in our registration database, it may still be stored on other databases (including those kept for archival purposes). Also, because we need to have certain of your personal information in order to deliver our services, you may not be able to receive such services if you delete such personal information.

#### 6. Our Security Procedures.

We have established and maintain reasonable security procedures to protect the confidentiality, security and integrity of your personal information. We use encryption, Secure Socket Layers, and firewalls, and we implement off-line efforts to further protect this information, including limiting employee access to personal information and updating our employees regarding our security practices and privacy policies. However, please recognize that "perfect security" does not exist on the Internet. Due to the inherent open and public nature of the Internet, third parties may unlawfully intercept or access transmissions or private communications.

This Web Site is maintained in the United States of America. By using this Web Site, you authorize, agree to and opt-in to the exportation of your personal information to the U.S.A. and its storage and use as specified above when you provide such information to us.



## 7. Changes to this Policy.

We may amend or change this Privacy Policy at any time without any prior notice to you. We will post any revisions to this policy on this Web Site, so that users are aware of these changes. Any user of this Web Site who provides any personal information after changes to this Privacy Policy are posted will be deemed to have accepted the revised Privacy Policy. If at any point we decide to use the personal information you provided through this Web Site in a manner different from that stated at the time it was collected, we will send you an email notifying you of such changes and giving you the option to allow or not allow us to use their information in the different way. Without such consent, we will use personal information in accordance with the Privacy Policy in effect at the time the information was collected.

## 8. Effective Date.

This Privacy Policy is effective and was last updated on January 11, 2010.

We hope this Privacy Policy helps you understand our policy procedures regarding your personal information that you provide us through this Web Site. If you have any questions, you may contact us at [info@wbenc.org](mailto:info@wbenc.org).

## WEB SITE TERMS AND CONDITIONS

### WBENC Web Site Terms of Use:

1. Acceptance. Use of this Web Site (the "Web Site") and the programs and services (the "Services") provided by the Women's Business Enterprise National Council ("WBENC") are subject to the terms and conditions of use set forth below ("Terms of Use"), which include the Privacy Policy set forth on this Web Site at <http://guest.cvent.com/EVENTS/Info/Custom.aspx?cid=35&i=d0c669d8-a154-47a8-a042-8e608eb4d497> ("Privacy Policy") and incorporated into these Terms of Use by reference. PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS WEB SITE OR THE SERVICES. BY USING THIS WEB SITE OR THE SERVICES, YOU AGREE TO BE BOUND BY AND TO COMPLY WITH THESE TERMS OF USE. IF AN INDIVIDUAL IS USING THIS WEB SITE ON BEHALF OF A BUSINESS ENTITY, WHETHER AS AN EMPLOYEE, CONSULTANT OR AGENT OF SUCH BUSINESS ENTITY, BY DOING SO, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE LEGAL CAPACITY AND AUTHORITY TO BIND SUCH BUSINESS ENTITY TO THESE TERMS OF USE. "YOU" SHALL REFER BOTH TO THE INDIVIDUAL ACCESSING THIS WEB SITE ON BEHALF OF A BUSINESS ENTITY, IF ANY, AND ANY SUCH BUSINESS



ENTITY ITSELF. IF YOU DO NOT AGREE TO THESE TERMS OF USE, DO NOT USE THIS WEB SITE OR THE SERVICES. WBENC MAY CHANGE THESE TERMS OF USE FROM TIME TO TIME WITHOUT NOTICE, AND SUCH CHANGES WILL BE EFFECTIVE ON THE DATE THEY ARE POSTED ON THIS WEB SITE. USE OF THIS WEB SITE AFTER SUCH CHANGES HAVE BEEN POSTED CONSTITUTES YOUR ACCEPTANCE OF ALL SUCH CHANGES. YOU AGREE TO BE BOUND BY THESE TERMS OF USE AS THEY EXIST ON THIS WEB SITE AT THE TIME YOU USE THIS WEB SITE OR ANY SERVICES.

2. Use of this Web Site and the Services. You may use this Web Site and the Services only in accordance with the Terms of Use and any posted policies and procedures that appear on this Web Site, and only for lawful purposes. You agree not to use this Web Site to: (a) transmit any material that infringes or misappropriates any third party's copyright, trademark, trade secret, patent, or other proprietary rights, (b) transmit any material that is false, inaccurate, fraudulent, or misleading, (c) distribute computer viruses, worms, or software intended to damage or alter a computer system without the owner's consent, (d) use "auto-responders," "cancel-bots," or other similar mechanisms that generate excessive network traffic, (e) transmit any unlawful, harmful, defamatory, pornographic, obscene, vulgar, threatening, harassing or otherwise objectionable material, (f) send or relay any unsolicited advertising or chain letters, (g) exceed your permitted access or attempt to gain unauthorized access to this Web Site or any part thereof, or other accounts, computer systems or networks connected to this Web Site, through login password mining or any other means, (h) frame any portions of this Web Site within another web site or establish links from any other web site to any page of this Web Site other than the home page, or (i) resell the use of, or access to, this Web Site or the Services to any third party without WBENC's prior written consent. WBENC reserves the right to terminate your access to this Web Site or Services at any time without notice if it determines, in its sole discretion, that you have violated or failed to comply with any of these Terms of Use.

3. User ID, Password and Security. You are responsible for maintaining the confidentiality of any user ID and/or password provided to you by WBENC for use in connection with this Web Site or the Services. You are solely responsible for all activities that occur under or with the use of your user ID and/or password, and you agree to notify WBENC immediately of any actual or suspected loss, theft, unauthorized disclosure or unauthorized use of your user ID and/or password or any other actual or suspected breach of security related to this Web Site. WBENC WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING FROM YOUR FAILURE TO SAFEGUARD YOUR USER ID AND/OR PASSWORD OR TO COMPLY WITH THIS SECTION.

4. Services. WBENC's provision to you of the Services may be subject to other terms, conditions, and restrictions set forth on this Web Site or otherwise communicated in writing to you by WBENC, including via email.



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6. Warranty Disclaimer. THIS WEB SITE, THE SERVICES, AND ANY INFORMATION PROVIDED THROUGH THIS WEB SITE ARE PROVIDED BY WBENC ON AN "AS IS" BASIS, AND NEITHER WBENC NOR ITS PARTNERS, AFFILIATES, VENDORS OR SUBCONTRACTORS MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS WEB SITE OR SERVICES OR THE INFORMATION MADE AVAILABLE BY OR THROUGH THIS WEB SITE OR THE SERVICES. IN ADDITION, WBENC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY AND NON-STATUTORY, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY OF INFORMATION, TITLE, QUIET ENJOYMENT, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, OR ANY WARRANTY ARISING FROM COURSE OF DEALING OR CUSTOM OF TRADE. NEITHER WBENC NOR ANY OF ITS PARTNERS, AFFILIATES, VENDORS OR SUBCONTRACTORS WARRANTS THAT USE OF THIS WEB SITE WILL BE UNINTERRUPTED, AVAILABLE AT ANY TIME OR FROM ANY PARTICULAR LOCATION, SECURE OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS WEB SITE IS FREE OF VIRUSES OR OTHER POTENTIALLY HARMFUL COMPONENTS. Some jurisdictions may not allow the exclusion of certain warranties, so some of the above exclusions may not apply to you.

7. Limitation of Liability. IN NO EVENT WILL WBENC, ANY OF ITS PARTNERS, AFFILIATES, VENDORS OR SUBCONTRACTORS, INCLUDING THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS, BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION THOSE RESULTING FROM LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION) ARISING OUT OF THE USE OF OR INABILITY TO USE THIS WEB SITE, THE SERVICES, OR ANY WEBSITES LINKED TO THIS WEB SITE, WHETHER BASED ON CONTRACT, TORT OR OTHER LEGAL THEORY, AND REGARDLESS OF WHETHER WBENC KNEW OR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WBENC'S AGGREGATE LIABILITY FOR DIRECT DAMAGES ARISING FROM OR RELATING TO THIS WEB SITE OR THE SERVICES (REGARDLESS OF THE CAUSE OF ACTION, WHETHER UNDER CONTRACT, TORT, OR OTHER LEGAL THEORY) IS LIMITED TO THE GREATER OF (i) THE AMOUNT PAID BY THE USER TO WBENC FOR THE SPECIFIC SERVICE THAT IS THE SUBJECT OF THE DISPUTE OR



(ii) \$50. THE FOREGOING LIMITATIONS OF LIABILITY ARE INDEPENDENT OF, AND SHALL APPLY REGARDLESS OF, ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED OR EXCLUSIVE REMEDY. You acknowledge that WBENC has agreed to provide this Web Site and the Services in reliance on the exclusions of liability and disclaimers of warranty set forth herein. Some jurisdictions do not allow the limitation of incidental or consequential damages, so the above limitation may not apply to you.

8. Indemnification. You agree to indemnify and hold WBENC, its partners, affiliates, vendors, subcontractors, officers, employees, and agents harmless from any and all losses, liabilities, damages and/or costs (including reasonable attorneys' fees) arising from any third-party claims arising from or related to your use of this Web Site or the Services or your violation of or failure to comply with these Terms of Use.

9. Communications with WBENC. Any communication or material you transmit to WBENC by email or otherwise, including any data, questions, comments, suggestions, or the like is, and will be treated as, non-confidential and nonproprietary. Except to the extent expressly covered by the Privacy Policy, anything you transmit or post may be used by WBENC for any purpose, including but not limited to, reproduction, disclosure, transmission, publication, broadcast and posting. Furthermore, you expressly agree that WBENC is free to use any ideas, concepts, know-how, or techniques contained in any communication you send to WBENC without compensation and for any purpose whatsoever, including but not limited to, developing, manufacturing and marketing products and services using such information.

10. Privacy. WBENC takes the privacy of your personal information very seriously. For further information about what information WBENC collects and how such information is used, please view the Privacy Policy at <http://guest.event.com/EVENTS/Info/Custom.aspx?cid=35&i=d0c669d8-a154-47a8-a042-8e608eb4d497>.

11. Severability. If any part of these Terms of Use is held or declared to be invalid or unenforceable for any reason by any court of competent jurisdiction, such provision shall be ineffective but shall not affect any other part of these Terms of Use.

12. Waiver; Remedies. The failure of WBENC to partially or fully exercise any rights or the waiver by WBENC of any breach of these Terms of Use by you, shall not prevent a subsequent exercise of such right by WBENC or be deemed a waiver by WBENC of any subsequent breach by you of the same or any other provision of these Terms of Use. The rights and remedies of WBENC under these Terms of Use and



any other applicable agreement between you and WBENC shall be cumulative, and the exercise of any such right or remedy shall not limit WBENC's right to exercise any other right or remedy.

13. International Access. This Web Site and the Services are provided from the United States of America and all servers that make this Web Site available are located in the U.S.A. The laws of other countries may differ regarding the access and use of this Web Site and the Services. WBENC makes no representations regarding the legality of this Web Site and the Services in any other country, and it is your responsibility to ensure that your use of this Web Site and the Services complies with all applicable laws.

14. Arbitration. Any and all disputes pursuant to these Terms of Use, or otherwise between you and WBENC, shall be submitted to binding arbitration in the District of Columbia in accordance with the commercial rules of the American Arbitration Association ("AAA") then in effect. The arbitration panel shall consist of one (1) neutral arbitrator if the amount in controversy is less than \$25,000, otherwise the panel shall consist of three (3) neutral arbitrators, each an attorney with at least five (5) years of experience in the primary area of law as to which the dispute relates. The costs of the arbitration shall be shared equally by you and WBENC, provided that the arbitrator may award attorneys costs and expenses to the prevailing party in an arbitration. You agree that any actions or disputes between you and WBENC shall be arbitrated or adjudicated between you and WBENC only and shall not be combined with any other actions or disputes of other parties. Notwithstanding the foregoing, this arbitration clause shall not in any way be deemed to limit WBENC's right to commence an action in an appropriate court (and without submitting to arbitration) to protect its intellectual property rights or enjoin prohibited use of this Web Site or the Services.

15. Governing Law. The laws of the District of Columbia shall govern these Terms of Use. Subject to the arbitration provision above, **YOU HEREBY EXPRESSLY CONSENT TO EXCLUSIVE JURISDICTION AND VENUE IN THE COURTS LOCATED IN THE DISTRICT OF COLUMBIA FOR ALL MATTERS ARISING IN CONNECTION WITH THESE TERMS OF USE OR YOUR ACCESS OR USE OF THIS WEB SITE OR THE SERVICES.**

16. Force Majeure. WBENC shall not be responsible for damages caused by delay or failure to perform, in full or in part, any of its obligations in connection with this Web Site or the Services, provided that there is due diligence in attempted performance under the circumstances and that such delay or failure is due to fire, earthquake, unusually severe weather, strikes, government sanctioned embargo, flood, act of God, act of war or terrorism, act of any public authority or sovereign government, civil disorder, delay or destruction caused by public carrier, or any other circumstance beyond the control of WBENC.



17. Entire Agreement. These Terms of Use and the other policies and terms set forth on this Web Site set forth the entire agreement between you and WBENC on this subject matter and supersede all other negotiations, understandings, statements and agreements between you and WBENC.

18. Questions. Should you have any questions regarding these Terms of Use, you may contact WBENC at [info@wbenc.org](mailto:info@wbenc.org). Notwithstanding the foregoing, WBENC is under no obligation to provide end-user technical support for this Web Site or the Services.

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Women's Business Enterprise National Council

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