



**100 women in
hedge funds®**

AGREEMENT AND TERMS OF USE

The website located at www.100womeninhedgefunds.org and the services of 100 Women in Hedge Funds (“**100WHF**”) available thereon (collectively, the “**Site**”), together with the networking services available to Site members at connect.100whf.org (“**Connect**”), are provided subject to the terms set forth herein.

This Agreement and Terms of Use (this “**Agreement**”) is a legal agreement between you and 100WHF. 100WHF retains the right to unilaterally modify or amend this Agreement at any time, such modification or amendment to be deemed accepted by you and to become effective upon 100WHF’s delivery to you by electronic mail at the last address on record in your membership information of such modified or amended Agreement.

Trademarks and Copyrights

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All content on the Site and/or Connect (excluding Member Content, as defined below), including works of authorship, publications, presentations, job boards, blogs, RSS feeds, design, text, graphics, photos, logos, button icons, images and data compilations; any improvements or modifications to such content; any derivative works based thereon; and the collection, arrangement and assembly of all content on the Site and/or Connect are the property of 100WHF or its licensors, and are protected by United States and international copyright and other intellectual property laws.

Nothing in this Agreement shall be deemed to grant to you or any other user any license or right in or to any copyright, trademark, service mark, trade secret or other proprietary right of 100WHF or any other person.

Use of the Site and Connect

The Site and/or Connect may include information regarding 100WHF and its services, job boards, blogs, RSS feeds, posts, chat rooms, user comments, publications and presentations proprietary to 100WHF, and links to third party websites. You may download, view, copy and print information, materials and any other aspect of the password protected portions of the Site or Connect to which you are provided access

(i) solely for your personal, informational purposes; and (ii) provided that neither the materials, nor any proprietary notices or disclaimers therein, are modified or altered.

You agree not to upload on or transmit to or via the Site or Connect any information which: (i) infringes or otherwise violates any copyright, patent, trademark, trade secret or other proprietary right of any third party; (ii) is defamatory, libelous, expresses hate, or is unlawfully threatening; (iii) is pornographic, obscene or exploitative of a minor; (iv) contains or embodies a virus, worm, Trojan horse or other contaminating or destructive feature; (v) by its disclosure violates any agreement or other obligation to which you are bound; or (vi) otherwise violates any applicable treaty, law or regulation.

You agree you will not interfere, in any way, with others' use of or access to the Site or Connect and will not attempt to gain unauthorized access to the account or computer system of any other Site member. You further agree not to take any other action in connection with your use of the password protected portions of the Site or Connect which violates any treaty, law or regulation and to fully comply with all applicable treaties, laws and regulations in your use of the Site or Connect.

You agree to access the Site and/or Connect through a web browser, and specifically agree not to use any third party applications to access the Site or Connect or any other page of the Site or Connect. You further agree that you will not use any robot, spider or other automatic device, manual process or application or data mining or extraction tool to access, monitor, copy or use the Site or Connect. You agree not to take any other action that imposes an unreasonable or disproportionately large load on the Site or Connect.

Except as expressly provided herein, you may not use, download, upload, reproduce, copy, duplicate, print, display, perform, republish, sell, license, post, transmit, disseminate, redeliver using "framing technology," otherwise distribute, or commercially exploit in any way the Site, Connect or any portion thereof, or any information or content on the Site or Connect, without the prior written permission of 100WHF. In addition, you agree not to link to any page of the Site or Connect other than the home page of the Site located at www.100womeninhedgefunds.org.

Unauthorized Use of the Site and/or Connect

100WHF reserves the right to investigate and take legal action against any illegal and/or unauthorized use of the Site and/or Connect, including: unauthorized access to the Site or Connect through a third party application, robot, spider, automated device, or data mining or extraction tool or other unauthorized means; interference with the Site or Connect; any action that imposes an unreasonable load on the Site or Connect; or any link to any page of the Site or Connect other than the Site home page. 100WHF's decision not to pursue legal action for any violation of this Agreement shall not be construed as a waiver of this Agreement or 100WHF's legal rights.

Access Method

You acknowledge you are fully responsible for all activities that occur through the use of any password, user ID or other access methods (each, an "**Access Method**") you may be granted as a registered member or registered supporter of 100WHF, whether or not such use is authorized by you. You agree not to access or attempt to access Connect or any password-protected portions of the Site without an authorized Access Method or through any means other than by utilizing your authorized Access Method on the appropriate web page or web tools.

Member Content

As between you and 100WHF, you shall own and retain ownership of all rights, title and interest in any and all information, posts, materials, photos and other content uploaded by you to your My Page ("**Member Content**"). As a registered member of 100WHF, you acknowledge that you are responsible

for the Member Content you submit through the Site and/or Connect, and that you, and not 100WHF, will bear full responsibility for each item of Member Content, including its legality, reliability, appropriateness, originality and copyright. You grant to 100WHF a perpetual, irrevocable, worldwide, sublicenseable and transferable (to any future owner or operator of the Site and/or Connect) right and license to use, copy, store, modify, create derivative works based on, and transmit such information and communications in connection with operation, marketing or promotion of the Site and/or Connect or for such other activities related to the business of 100WHF as 100WHF deems appropriate.

Access to and Sharing of Member Content

You acknowledge that all 100WHF members will be provided access to your base profile, including your name, company name, organization type, your role in the company and the 100WHF location geographically closest to you (your “**Bio**”). Your full My Page, however, including your Bio and any Member Content posted on your My Page, will be available through Connect and shared only with other 100WHF members (i) who you have invited to connect with you via Connect through the “Add Connection” function and who, in return, have accepted your request through the “Accept” function; or (ii) who have invited you to connect with such member and you, in return, have accepted such request via the process described in subsection (i) above (each, a “**Connection**”). By establishing a Connection in accordance with this paragraph, you authorize such Connection to access your My Page, including your Bio and all Member Content contained thereon, and communicate with you via secure messaging. All of your Connections will continue to have access at any time to your My Page until (a) you terminate such access by clicking the “Remove as Connection” button, (b) such member decides to terminate your access to him or her by clicking the “Remove as Connection” button, or (c) such member’s account is terminated by 100WHF for any reason.

RSS Feeds

Certain RSS feeds may be made available to you via the Site and/or Connect (“**RSS Feeds**”). The RSS Feeds are free of charge. Any use by you of the RSS Feeds or any content contained in or accessible via any RSS Feeds, including any studies, reports, articles, blogs, information or other content contained in any RSS Feeds or accessible via any link contained in such RSS Feeds (“**RSS Content**”) must (i) be solely for your personal, informational and non-commercial purposes; (ii) not be modified or altered, including any proprietary notices or disclaimers therein; (iii) not, except as expressly provided herein, be reproduced, copied, duplicated, printed, displayed, republished, sold, licensed, posted, transmitted, disseminated, redelivered using “framing technology,” or otherwise distributed or commercially exploited in any way; and (iv) be in accordance with this Agreement. We reserve the right to terminate our offering or your use of the RSS Feeds at any time and for any reason, in our sole discretion, including, but not limited to, any violation by you of this Agreement.

Warranty

You represent and warrant that: (i) you have the right, power and authority to enter into this Agreement and to grant the license set forth herein, and such execution and performance will not violate any other agreement or other obligation to which you are bound; and (ii) neither the Member Content nor any use by 100WHF of the Member Content or any portion thereof, in any manner or media throughout the world, will in any way infringe or otherwise violate any intellectual property, privacy, or other rights of any individual or entity.

General Terms of Use and Privacy

The terms of the General Site Terms of Use and 100WHF Privacy Statement are hereby incorporated as part of this Agreement. [General Site Terms of Use](#). [Privacy Statement](#).

100WHF Does Not Endorse Comments of Members

100WHF does not necessarily endorse, support, sanction, encourage, verify, or agree with the comments, opinions, or statements of you or third parties displayed on or transmitted via the Site or Connect. Any information or material placed on the Site or Connect by you or third parties reflect the views and are the responsibility of those who post such information or material, and do not necessarily represent the views of 100WHF.

No Financial Advice Provided

No aspect of the Site or Connect is intended to provide, or should be construed as providing, any investment, tax or other financial related advice of any kind. You should not consider any content on the Site or Connect to be a substitute for professional financial advice.

Third Party Advertisements and Links to Third Party Sites

You acknowledge that, at any time, 100WHF may provide links to the websites of third parties via the Site or Connect, including without limitation via any RSS Feeds or RSS Content. Additionally, the Site and/or Connect may display advertisements from third parties, such as banner advertisements and pop-up texts, and links to the sites of such advertisers. 100WHF is not responsible for the content of such advertisements or any links, or any products, services or other materials relating to such advertisements, any linked site, or any link contained in a linked site. The display of any advertisement or link does not imply endorsement by 100WHF of the advertisement or linked site or any content therein. IN NO EVENT WILL 100WHF BE LIABLE, DIRECTLY OR INDIRECTLY, TO ANYONE FOR ANY DAMAGE OR LOSS ARISING FROM OR RELATING TO ANY USE, CONTINUED USE OR RELIANCE ON ANY ADVERTISEMENT DISPLAYED ON THE SITE OR CONNECT, OR ANY PRODUCTS, SERVICES OR OTHER MATERIALS RELATING TO ANY SUCH ADVERTISEMENT, ANY LINKED THIRD PARTY SITE, OR ANY LINK CONTAINED IN A LINKED SITE.

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THE SITE OR CONNECT IS ACCURATE, COMPLETE, RELIABLE OR CURRENT, AND IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS THEREIN OR FOR ANY ADVERSE CONSEQUENCES RESULTING FROM YOUR RELIANCE ON ANY ASPECT OF THE SITE OR CONNECT. FURTHER, 100WHF MAKES NO REPRESENTATIONS AND WARRANTIES THAT THE SITE OR CONNECT WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS OR VIRUSES, OR OTHER HARMFUL COMPONENTS.

IN NO EVENT SHALL 100WHF OR ITS AFFILIATES, OR THE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES OF 100WHF OR ITS AFFILIATES (THE “**100WHF PARTIES**”) BE LIABLE TO YOU OR ANY THIRD PARTY FOR DAMAGES OF ANY KIND ARISING OUT OF THE USE OF, ACCESS TO, RELIANCE ON, INABILITY TO USE OR IMPROPER USE OF THE SITE OR CONNECT, ANY INFORMATION POSTED ON THE SITE OR CONNECT BY ITS USERS, OR ANY OTHER INFORMATION, CONTENT, MATERIALS OR SERVICES AVAILABLE ON THE SITE OR CONNECT (INCLUDING ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOSS OF PROFITS, GOODWILL OR REVENUE, BUSINESS INTERRUPTION, OR LOSS OF DATA), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE.

CERTAIN STATE LAWS DO NOT PERMIT LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES, AND THUS SOME OR ALL OF THE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS ABOVE MAY NOT APPLY TO YOU.

Indemnification

You agree to indemnify and hold the 100WHF Parties harmless from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including reasonable attorneys’ fees, disbursements and court costs) arising from or in connection with (i) use of the Site or Connect, or any content, information, materials or services contained, displayed or available therein by you or any other person accessing the password protected portions of the Site or Connect under any Access Method assigned to you; (ii) your violation of this Agreement; (iii) any submissions provided by you to 100WHF via the Site or Connect, including any Member Content; or (iv) your violation of any rights of any third party.

Modification or Discontinuance of the Site and/or Connect by 100WHF

At any time, without notice to you, and for any or no reason, 100WHF may modify or discontinue the Site and/or Connect. 100WHF shall in no way be held liable for any consequence which results from 100WHF’s decision to modify or discontinue providing the Site and/or Connect. Any discontinuation of the Site and/or Connect may result in deletion of any Member Content, secured messages or other information you have stored on the Site or Connect.

Denial of Access / Removal of Member Content

100WHF may prohibit you from using or accessing the Site and/or Connect for any or no reason, at any time, in its sole discretion, without notice to you. In addition, 100WHF shall have the right, in its sole and reasonable discretion, to refuse or remove any Member Content for any reason, including in the event (i) 100WHF reasonably believes or receives any notice indicating such Member Content infringes or otherwise violates the intellectual property or other proprietary right of any individual or entity; or (ii) 100WHF reasonably believes or receives any notice indicating such Member Content is pornographic, obscene, libelous, profane, exploitative of a minor, unlawful, promotes gambling, expresses hate, or tends

to ridicule or embarrass. Nonetheless, 100WHF shall have no obligation under this Agreement to review or monitor any Member Content displayed via any My Page.

Relationship

Nothing in this Agreement shall constitute or be deemed to establish a partnership, joint venture, association, agency or employment relationship between you and 100WHF, and neither party shall have the authority or power to bind the other party, or to contract in the name of the other party, in any manner or for any purpose.

Waiver

The failure of 100WHF to exercise or enforce any right conferred upon it by this Agreement shall not be deemed to be a waiver of any such right or operate so as to bar the exercise or enforcement thereof at any time or times thereafter. No waiver by 100WHF hereunder shall be effective unless agreed to pursuant to a writing signed by an authorized representative of 100WHF.

Headings, Plurals, and “Including”

Section headings in this Agreement are inserted for convenience of reference only and shall not affect the construction of this Agreement. The singular number shall include the plural, and vice versa. Any use of the word “including” will be interpreted to mean “including, but not limited to,” unless otherwise indicated.

Governing Law

The laws of the State of New York will govern this Agreement, without giving effect to any principles of conflicts of laws. You agree that any action arising out of this Agreement or your use of the Site and/or Connect shall be brought in state or federal court in New York, New York, and you consent to the jurisdiction of such courts.

Miscellaneous

You may not assign or otherwise transfer this Agreement or any rights or obligations hereunder without the prior written consent of 100WHF. If any portion of this Agreement is deemed unlawful, void or unenforceable, that portion will be deemed severable and will not affect the validity or enforceability of the remaining provisions. This Agreement, together with the General Site Terms of Use, sets forth the entire understanding between you and 100WHF with respect to the subject matter hereof and supersedes any prior or contemporaneous communications, representations, or agreements, whether oral or written, between you and 100WHF with respect to such subject matter.

Notice and Procedure for Making Claims of Intellectual Property Infringement

100WHF respects the intellectual property rights of others. If you believe that any content on the Site or Connect may infringe your copyrights or other intellectual property rights, please provide 100WHF the written information specified below. Please note that this procedure is exclusively for notifying 100WHF that your intellectual property rights have been infringed.

- An electronic or physical signature of the person authorized to act on behalf of the owner of the intellectual property interest;
- A description of the intellectual property right that you claim has been infringed;
- A description of where the material that you claim is infringing is located on the Site or Connect;

- Your address, telephone number, and e-mail address;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the intellectual property owner, its agent, or the law;
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the intellectual property owner or authorized to act on the intellectual property owner's behalf.

100WHF's agent for notice of claims of copyright infringement or other intellectual property infringement on the Site or Connect can be reached as follows:

Intellectual Property Agent
Amanda Pullinger
100 Women in Hedge Funds
331 W. 57th Street
#239
New York, New York 10019
phone: (212) 588-0350
e-mail: executivedirector@100womeninhedgefunds.org

Contact

If you have any questions relating to this Agreement, the Site, Connect or 100WHF, please contact: executivedirector@100womeninhedgefunds.org.