

GWC-Led Services Terms of Service

Welcome to GWC-Led Services, located at <https://hq.girlswhocode.com/>. Please read the following Terms of Service carefully before using this Site so that you are aware of your legal rights and obligations with respect to Girls Who Code Inc. ("GWC", "we", "our" or "us"). By accessing or using the Site, you expressly acknowledge and agree that you are entering a legal agreement with us and have understood and agree to comply with, and be legally bound by, these Terms of Service, together with the Privacy Policy (the "Terms"). You hereby waive any applicable rights to require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent not prohibited under applicable law. If you do not agree to be bound by these Terms please do not access or use the Site.

Please note: If you are participating in the Girls Who Code Clubs Services, this GWC-Led Services Terms of Service does not apply to your Clubs participation; please see the [GWC Clubs Terms of Service](#).

1. **Background.** The Site is intended to inspire, educate and equip young women with the skills and resources to pursue academic and career opportunities in the fields of computing.
2. **Modification.** We reserve the right, at our discretion, to change these Terms at any time. Such change will be effective ten (10) days following posting of the revised Terms on the Site, and your continued use of the Site thereafter means that you accept those changes.
3. **Ability to Accept Terms.** The Site is intended for individuals of all ages. If you are under the age of 18, then you must review these Terms with your parent or guardian before visiting or using the Site to make sure that you and your parent or guardian understand these Terms and agree to them.
4. **Site Access.** For such time as these Terms are in effect, we hereby grant you permission to visit and use the Site provided that you comply with these Terms and applicable law.
5. **Restrictions.** You shall not: (i) copy, distribute or modify any part of the Site without our prior written authorization; (ii) use, modify, create derivative works of, transfer (by sale, resale, license, sublicense, download or otherwise), reproduce, distribute, display or disclose Content (defined below), except as expressly authorized herein; (iii) disrupt servers or networks connected to the Site; (iv) use or launch any automated system (including without limitation, "robots" and "spiders") to access the Site; and/or (v) circumvent, disable or otherwise interfere

with security-related features of the Site or features that prevent or restrict use or copying of any Content or that enforce limitations on use of the Site.

6. **Account.** In order to use some of the services of the Site, you may have to create an account ("Account"). You agree not to create an Account for anyone else or use the account of another without their permission. When creating your Account, you must provide accurate and complete information. You are solely responsible for the activity that occurs in your Account, and you must keep your Account password secure. You must notify GWC immediately of any breach of security or unauthorized use of your Account. As between you and GWC, you are solely responsible and liable for the activity that occurs in connection with your Account. If you wish to delete your Account you may send an email request to GWC at reporting@girlswhocode.com.
7. **Payments to GWC.** Except as expressly set forth in the Terms, your general right to access and use the Site is currently for free, but GWC may in the future charge a fee for certain access or usage. You will not be charged for any such access or use of the Site unless you first agree to such charges, but please be aware that any failure to pay applicable charges may result in you not having access to some or all of the Site.
8. **Intellectual Property Rights.**
 - 8.1. **Content and Marks.** The (i) content on the Site, including without limitation, the text, documents, articles, brochures, descriptions, products, software, graphics, photos, sounds, videos, interactive features, and services (collectively, the "Materials"), (ii) and User Submissions, as defined below (together with the Materials, the "Content"), and (iii) the trademarks, service marks and logos contained therein ("Marks"), are the property of GWC and/or its licensors and may be protected by applicable copyright or other intellectual property laws and treaties. "GWC", the GWC logo, and other marks are Marks of GWC or its affiliates. All other trademarks, service marks, and logos used on the Site are the trademarks, service marks, or logos of their respective owners. We reserve all rights not expressly granted in and to the Site and the Content.
 - 8.2. **Use of Content.** Content on the Site is provided to you for your information and personal use only and may not be used, modified, copied, distributed, transmitted, broadcast, displayed, sold, licensed, de-compiled, or otherwise exploited for any other purposes whatsoever without our prior written consent. If you download or print a copy of the Content you must retain all copyright and other proprietary notices contained therein.
9. **User Submissions.**
 - 9.1. **Responsibility.** The Site may permit the submission, hosting, sharing and publishing of Content by you and other users ("User Submissions"). You

understand that whether or not such User Submissions are published, we do not guarantee any confidentiality with respect to any User Submissions. You shall be solely responsible for your User Submissions and the consequences of posting, publishing or uploading them. We have complete discretion whether to publish your User Submissions and we reserve the right in our sole discretion and without further notice to you, to monitor, censor, edit, remove, delete, and/or remove any and all Content posted on the Site (including User Submissions) at any time and for any reason.

9.2. Ownership. You represent and warrant that you own or have the necessary rights and permissions to use and authorize GWC to use all Intellectual Property Rights (defined below) in and to your User Submissions, and to enable inclusion and use thereof as contemplated by the Site and these Terms. Unless the User Submissions are separately referred to, all references herein to Content shall include references to User Submissions. "Intellectual Property Rights" means any and all rights, titles and interests, whether foreign or domestic, in and to any and all trade secrets, patents, copyrights, service marks, trademarks, know-how, or similar intellectual property rights, as well as any and all moral rights, rights of privacy, publicity and similar rights of any type under the laws or regulations of any governmental, regulatory, or judicial authority, foreign or domestic. You retain all of your ownership rights in and to your User Submissions.

9.3. License to User Submissions. By submitting the User Submissions to GWC, you hereby grant GWC a worldwide, irrevocable, non-exclusive, royalty-free, perpetual, sub licensable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the User Submissions in connection with the Site and GWC's business, including without limitation for publishing and redistributing part or all of your User Submissions (and derivative works thereof) in any media formats and through any media channels and, and you hereby waive any moral rights in your User Submissions, to the extent permitted by law. You also hereby grant each user of the Site or other viewer or user of the User Submission a non-exclusive right to use, reproduce, distribute, prepare derivative works of, display and perform such User Submissions, all in accordance with these Terms.

9.4. Prohibited Content. You agree that you will not display, post, submit, publish, upload or transmit a User Submission that: (i) is unfair or deceptive under the consumer protection laws of any jurisdiction; (ii) is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights; (iii) creates a risk to a person's safety or health, creates a risk to public safety or health, compromises national security, or interferes with an investigation by law

enforcement; (iv) impersonates another person; (v) promotes illegal drugs, violates export control laws, relates to illegal gambling, or illegal arms trafficking; (vi) is unlawful, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, gives rise to civil liability, violates any law, or is inappropriate; (vii) involves theft or terrorism; or (viii) is otherwise malicious or fraudulent.

9.5. Exposure. You understand and acknowledge that when accessing and using the Site: (i) you will be exposed to User Submissions from a variety of sources, and that GWC is not responsible for the accuracy, usefulness, safety, or Intellectual Property Rights of, or relating to, such User Submissions; and (ii) you may be exposed to User Submissions that are inaccurate, offensive, indecent, or objectionable. You hereby agree to waive, and hereby do waive, any legal or equitable rights or remedies you may have against GWC with respect to (i) and (ii) herein.

10. Information Description. We attempt to be as accurate as possible. However, we cannot and do not warrant that the Content available on the Site is accurate, complete, reliable, current, or error-free. We reserve the right to make changes in or to the Content, or any part thereof, in our sole judgment, without the requirement of giving any notice prior to or after making such changes to the Content. Your use of the Content, or any part thereof, is made solely at your own risk and responsibility.

10. Links.

11.1. The Site may contain links, and may enable you to post content, to third party websites that are not owned or controlled by GWC. We are not affiliated with, have no control over, and assume no responsibility for the content, privacy policies, or practices of, any third party websites. You: (i) are solely responsible and liable for your use of and linking to third party websites and any content that you may send or post to a third party website; and (ii) expressly release GWC from any and all liability arising from your use of any third party website. Accordingly, we encourage you to read the terms and conditions and privacy policy of each third party website that you may choose to visit.

11.2. GWC permits you to link to the Site provided that: (i) you link to but do not replicate any page on this Site; (ii) the hyperlink text shall accurately describe the Content as it appears on the Site; (iii) you shall not misrepresent your relationship with GWC or present any false information about GWC and shall not imply in any way that we are endorsing any services or products, unless we have given you our express prior consent; (iv) you shall not link from a website ("Third Party Website") which prohibits linking to third parties; (v) such Third party Website

does not contain content that (a) is offensive or controversial (both at our discretion), or (b) infringes any intellectual property, privacy rights, or other rights of any person or entity; and/or (vi) you, and your website, comply with these Terms and applicable law.

11. **Privacy.** We will use any personal information that we may collect or obtain in connection with the Site in accordance with our privacy policy which is available at <https://hq.girlswhocode.com/privacy/> You agree that we may use personal information that you provide or make available to us in accordance with the Privacy Policy.

12. **Copyright Policy.** It is our policy to respect the legitimate rights of copyright owners. Pursuant to the Digital Millennium Copyright Act, 17 U.S.C. Section 512 (the "DMCA"), we have designated an agent (specified below) to receive notifications of claimed copyright infringement on its sites. Please be advised that we enforce a policy that provides for the termination in appropriate circumstances of subscribers who are repeat infringers. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information in accordance with the DMCA:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright;
- a description of the copyrighted work that you claim has been infringed;
- a description of where the material that you claim is infringing is located on GWC's Site, with enough detail that We may find it on our Site; providing URLs in the body of an email is the best way to help us locate content quickly;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Our agent for notice of claims of copyright infringement can be reached as follows:

ATTN: Associate Counsel

Girls Who Code, Inc.

1250 Broadway, Floor 17

New York, NY, 10001

Email: privacy@girlswhocode.com

Please also note that under Section 512(f) any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

14. Warranty Disclaimers.

14.1. This section applies whether or not the services provided under the Site are for payment. Applicable law may not allow the exclusion of certain warranties, so to that extent certain exclusions set forth herein may not apply.

14.2. THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. GWC HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR FROM A COURSE OF DEALING OR USAGE OF TRADE. GWC DOES NOT GUARANTEE THAT THE SITE WILL BE FREE OF BUGS, SECURITY BREACHES, OR VIRUS ATTACKS. THE SITE MAY OCCASIONALLY BE UNAVAILABLE FOR ROUTINE MAINTENANCE, UPGRADING, OR OTHER REASONS. YOU AGREE THAT GWC WILL NOT BE HELD RESPONSIBLE FOR ANY CONSEQUENCES TO YOU OR ANY THIRD PARTY THAT MAY RESULT FROM TECHNICAL PROBLEMS OF THE INTERNET, SLOW CONNECTIONS, TRAFFIC CONGESTION OR OVERLOAD OF OUR OR OTHER SERVERS. WE DO NOT WARRANT, ENDORSE OR GUARANTEE ANY CONTENT, PRODUCT, OR SERVICE THAT IS FEATURED OR ADVERTISED ON THE SITE BY A THIRD PARTY.

14.3. GWC DOES NOT WARRANT, ENDORSE OR GUARANTEE ANY CONTENT THAT APPEARS IN A USER SUBMISSION, AND DOES NOT MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO, AND DISCLAIMS ALL LIABILITY FOR, ANY SUCH CONTENT.

14.4. YOU SPECIFICALLY ACKNOWLEDGE THAT GWC SHALL NOT BE RESPONSIBLE FOR THE USER SUBMISSIONS OR CONDUCT (INCLUDING DEFAMATORY, OFFENSIVE, ILLEGAL, OR NEGLIGENT CONDUCT) OF ANY SITE USER AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

14.5. YOUR RELIANCE ON, OR USE OF, ANY USER SUBMISSION, OR INTERACTION WITH ANY SITE USER OR OWNER, IS AT YOUR SOLE RISK. IF YOU HAVE A DISPUTE WITH ANY SITE USER OR OWNER IN CONNECTION WITH THE SITE OR ANY USER SUBMISSION, YOU AGREE THAT GWC IS NOT LIABLE FOR

ANY CLAIMS OR DAMAGES ARISING OUT OF OR CONNECTED WITH SUCH A DISPUTE. GWC RESERVES THE RIGHT, BUT HAS NO OBLIGATION, TO MONITOR ANY SUCH DISPUTE.

14.6. EXCEPT AS EXPRESSLY STATED IN OUR PRIVACY POLICY, GWC DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE SECURITY OF ANY INFORMATION YOU MAY PROVIDE OR ACTIVITIES YOU ENGAGE IN DURING THE COURSE OF YOUR USE OF THE SITE.

15. Limitation of Liability.

15.1. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, GWC SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OF ANY KIND, OR FOR ANY LOSS OF DATA, REVENUE, PROFITS OR REPUTATION, ARISING UNDER THESE TERMS OR OUT OF YOUR USE OF, OR INABILITY TO USE, THE SITE, EVEN IF GWC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitations may not apply to you.

15.2. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF GWC FOR ANY DAMAGES ARISING UNDER THESE TERMS OR OUT OF YOUR USE OF, OR INABILITY TO USE, THE SITE EXCEED THE TOTAL AMOUNT OF FEES, IF ANY, PAID BY YOU TO GWC FOR USING THE SITE DURING THE THREE (3) MONTHS PRIOR TO BRINGING THE CLAIM.

16. Indemnity. You agree to defend, indemnify and hold harmless GWC and our affiliates, and our respective officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including but not limited to attorney's fees) arising from: (i) your use of, or inability to use, the Site; (ii) your User Submissions; (iii) your interaction with any Site user; or (iv) your violation of these Terms.

17. Term and Termination. These Terms are effective until terminated by GWC or you. GWC, in its sole discretion, has the right to terminate these Terms and/or your access to the Site, or any part thereof, immediately at any time and with or without cause (including, without any limitation, for a breach of these Terms). GWC shall not be liable to you or any third party for termination of the Site, or any part thereof. If you object to any term or condition of these Terms, or any subsequent modifications thereto, or become dissatisfied with the Site in any way, your only recourse is to immediately discontinue use of the Site. Upon termination of these Terms, you shall cease all use of the Site. This Section 17 and Sections 8 (Intellectual Property Rights), 9.3 (License to User Submissions), 12 (Privacy), 14 (Warranty Disclaimers), 15 (Limitation of Liability), 16 (Indemnity)

and 18 (Independent Contractors) to 20 (General) shall survive termination of these Terms.

18. **Independent Contractors.** You and GWC are independent contractors. Nothing in these Terms creates a partnership, joint venture, agency, or employment relationship between you and GWC. You must not under any circumstances make, or undertake, any warranties, representations, commitments or obligations on behalf of GWC.

19. **Assignment.** These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you but may be assigned by GWC without restriction or notification to you. Any prohibited assignment shall be null and void.

20. **Governing Law.** GWC reserves the right to discontinue or modify any aspect of the Site at any time. These Terms and the relationship between you and GWC shall be governed by and construed in accordance with the laws of the State of New York, without regard to its principles of conflict of laws.

21. **DISPUTE RESOLUTION.**

Mandatory, Bilateral Arbitration. YOU AND GWC AGREE THAT ANY DISPUTE, CONTROVERSY OR CLAIM ARISING UNDER, OR OTHERWISE IN CONNECTION WITH, THIS AGREEMENT (EACH, A "Dispute") SHALL BE RESOLVED ONLY BY FINAL AND BINDING BILATERAL ARBITRATION, except that each party retains the right to bring an individual action in a small claims court and the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's Intellectual Property Rights.

(A) Arbitration Rules

- You and GWC hereby further agree that the Federal Arbitration Act, 9 U.S.C. § 1, et seq. ("FAA") applies to these Terms to arbitrate.
- Unless you and GWC expressly agree otherwise in writing in respect of a Dispute, the arbitration shall be administered by Judicial Arbitration and Mediation Services, Inc. ("JAMS"), pursuant to JAMS Streamlined Arbitration Rules and Procedures ("JAMS Streamlined Rules"), as modified by these Terms, and consistent with the JAMS Policy on Consumer Arbitrations Pursuant to Pre-Dispute Clauses Minimum Standards of Procedural Fairness ("JAMS Consumer Fairness Standards"). The arbitrator must honor the terms and conditions of this Agreement (including all liability exclusions and limitations).

- Notwithstanding JAMS Streamlined Rule 8(b), you and GWC agree that any dispute as to the arbitrability of a Dispute brought by either you or GWC shall be resolved by a court of competent jurisdiction.

(B) No Class Arbitrations

THIS ARBITRATION AGREEMENT DOES NOT ALLOW CLASS ARBITRATIONS. YOU AND GWC ARE ONLY ENTITLED TO PURSUE ARBITRATION ON AN INDIVIDUAL BASIS. UNLESS YOU AND GWC EXPRESSLY AGREE OTHERWISE IN WRITING, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE INDIVIDUAL PARTY'S DISPUTE WITH ANY OTHER PARTY'S DISPUTE(S), AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR COLLECTIVE PROCEEDING.

- The arbitrator's decision and award is final and binding, with some exceptions under the FAA.

(C) Location

- Unless you and GWC expressly agree otherwise in writing, the arbitration will take place in-person in New York, New York.

(D) Small Claims Court

Notwithstanding the foregoing, either party may bring an individual action in a small claims court for Disputes within the scope of such court's jurisdiction. This agreement to arbitrate does not preclude you from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against GWC on your behalf.

(E) Opting Out of this Mandatory Arbitration. You can decline this agreement to arbitrate by contacting hq@girlswhocode.com within thirty (30) days of the date you initially agreed to be bound by these Terms ("Effective Date") and stating that you (include your first and last name, as well as your mailing address) decline this arbitration agreement. Furthermore, and notwithstanding the provisions regarding modification of these Terms, if GWC changes this Dispute Resolution Section after the Effective Date, you may reject any such change by providing GWC written notice of such rejection to GWC within thirty (30) days of the date such change became effective. In order to be effective, the notice must include your full name and clearly indicate your intent to reject the change(s) to this Dispute Resolution Section. By rejecting such change(s), you are agreeing that you will arbitrate any Dispute between you and GWC in accordance with the provisions of this Dispute Resolution Section as of the Effective Date (or the date you accepted any subsequent changes to this Agreement), unless you declined this arbitration agreement in the manner described above.

(F) All aspects of the arbitration proceeding, including but not limited to the decision and award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain its confidentiality, unless (and in such cases, only to the extent) otherwise required by applicable Law. This paragraph shall not prevent a party from submitting to a court of competent jurisdiction any information necessary to enforce an arbitration award, or to seek equitable relief.

(G) In the event any litigation should arise between you and GWC in any court of competent jurisdiction in a proceeding to vacate or enforce an arbitration award YOU AND GWC HEREBY IRREVOCABLY WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the proceeding be resolved by a judge. The arbitrator may award declaratory or injunctive relief only in favor of the plaintiff/claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim. If you prevail in arbitration you will be entitled to an award of attorneys' fees and expenses, to the extent provided under applicable Law. GWC will not seek, and hereby waives all rights GWC may have under applicable Law, to recover attorneys' fees and expenses if GWC prevails in arbitration, unless you assert a frivolous claim.

22. **General.** These Terms shall constitute the entire agreement between you and GWC concerning the Site. If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and a party's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. YOU AGREE THAT ANY CAUSE OF ACTION THAT YOU MAY HAVE ARISING OUT OF OR RELATED TO THE SITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

Last updated: August 15, 2017