

Me2BA Terms Of Service

Last Updated October 5, 2020

These terms and conditions (these “Terms”) shall apply to your access to and use of the members-only portions of the Me2B Alliance website (located at www.me2ba.org) and (the “Member Site”) provided to you (“you,” “your,” or “User”) by Me2B Alliance, Inc. (“we,” “us,” “our,” or “Me2BA”).

If you are a Me Member of Me2BA, your Membership Agreement includes the obligation to comply with these Terms in accessing or using the Member Site.

If you are accessing and using the Member Site on behalf of a B Member (*i.e.*, a company (such as your employer) or other legal entity), you are obligated to comply with these Terms on behalf of the B Member you are representing. In that case, “you” and “your” will also refer to that company or other legal entity.

CHANGES TO THESE TERMS OR THE SERVICES

We can change these Terms at any time. If we do so, we’ll let you know either by posting the changed Terms on the Me2BA website or through other communications. We’ll also update the “Last Updated Date” at the top of these Terms. It’s important that you review the changed Terms, because the Membership Agreement provides that you will comply with these Terms as they may be updated from time to time by Me2BA. We’re always striving to make the Services better, and, because they’re evolving over time, we may change or discontinue all or any part of the Member Site, at any time and without notice, at our discretion.

USING THE SERVICES

Eligibility

You are not permitted to access or use the Member Site unless you are eighteen (18) years old or older.

Registration

In order to access and use the Member Site, you will receive an account with a username and password (an “Account”). This Account will be linked to your membership information.

You agree not to share your password and you’ll let us know if you become aware of any unauthorized use of your Account. You are responsible for all activities that occur under your Account.

License

You are hereby granted a limited, non-exclusive, non-transferable, non-sublicensable license access and use the Member Site in accordance with these Terms. No other intellectual property rights of any kind are granted by Me2BA to you as a function of these Terms.

As between you and Me2BA, Me2BA owns all rights in and to the Member Site. Me2BA retains all rights to all works (including source code, object code, user interfaces, documentation, or other works), algorithms, data, inventions, discoveries, ideas, designs, trade secrets, tangible or intangible, embodied in the Services, or created or reduced to practice in performance of the Member Site, including without limitation all copyrights, patent rights, trade secret rights, trademark rights, moral rights, and other intellectual property rights to and in the Member Site in the United States and all other countries, including the right to pursue patents, utility models, or industrial design applications in the United States and all other countries. Me2BA does not transfer any rights to any portion of the Member Site to you or any third party, and the access and use of any portion of the Member Site by you shall not constitute any transfer of rights.

The Me2BA name, the Me2BA logo, and all related names, logos, product and service names, designs, and slogans are trademarks of Me2BA or its affiliates or licensors. You must not use such marks without the prior written permission of Me2BA (for instance, as may be permitted by your Membership Agreement with Me2BA).

USER CONTENT AND DATA

“**User Content and Data**” means any text, graphics, images, music, software, audio, video, works of authorship of any kind, and information, or other materials, or data that is posted, generated, provided, or otherwise made available by you for your use with the Member Site.

Me2BA does not claim any ownership rights in any of your User Content and Data. You grant Me2BA a limited license in your User Content and Data solely for the purpose of providing the Member Site to you. No other rights in User Content and Data are granted by you to Me2BA as a function of these Terms.

You are solely responsible for all your User Content and Data. You represent and warrant that you own all your User Content and Data, or you have all rights that are necessary to grant us the license rights in your User Content and Data under these Terms. You also represent and warrant that neither your User Content and Data, nor your use and provision of your User Content and Data, nor any use of your User Content and Data by Me2BA on or through the Member Site will infringe, misappropriate, or violate a third party’s intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

FEEDBACK

We welcome your input for improvements to the Member Site. If you decide to provide ideas, comments, suggestions or other feedback to us (whether written, verbal, or in any other format) in connection with the Member Site (“**Feedback**”), you acknowledge and agree that we have no obligation (whether of confidentiality, compensation, or otherwise) with respect to such Feedback and we will be free to use and exploit such Feedback in any manner without restriction of any kind. You agree that all Feedback will be the sole and exclusive property of Me2BA. You hereby agree to irrevocably transfer and assign to Me2BA all of your right, title, and interest in and to all Feedback, including all intellectual property rights therein. At our request and expense, you will execute documents and take such further acts as we may reasonably request to assist us to acquire, perfect, and maintain our intellectual property rights and other legal protections for the Feedback. Further, you acknowledge and agree that Me2BA may currently, or in the future, be developing information and materials internally, or receiving information and materials from other parties, that are similar to your Feedback. Nothing in these Terms will be construed as a representation or agreement that we will not develop or have developed, distribute, market or promote applications, services, products, or concepts that are similar to and/or compete with the applications, services, products, or concepts contemplated by or embodied in any Feedback.

CONDUCT TERMS

You agree that you’ll only use the Services in a manner that is consistent with the requirements set forth below. If you don’t, we may choose to suspend or terminate your Account and your access to and ability to use the Member Site. In connection with your access and use of the Member Site, you agree that you won’t:

- Use the Member Site in any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries);
- copy, store, or otherwise access any information contained on/in the Member Site for purposes not expressly permitted by these Terms, the Membership Agreement, or the Bylaws of Me2BA, or that would violate any laws;
- interfere with or damage the Me2BA including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, packet or IP spoofing, forged routing or electronic mail address information, or similar methods or technology;
- use the Member Site to collect or process any personal information in a manner that would violate any applicable data privacy laws or regulations, including without limitation, the European Union’s General Data Privacy Regulation (GDPR) and the California Consumer Privacy Act (CCPA);

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- register an Account under a false name. You may not impersonate any participant, use another participant's password(s), or engage in any other fraudulent conduct or conduct intended to interfere with the orderly conduct of business on the Member Site;
- post, upload, publish, submit, or transmit any User Content and Data that: (a) infringes, misappropriates, or violates a third party's patent, copyright, trademark, trade secret, moral rights, or other intellectual property rights, or rights of publicity or privacy in any jurisdiction in the world; (b) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (c) is fraudulent, false, misleading, or deceptive; (d) is defamatory, obscene, pornographic, vulgar, or offensive; (e) promotes discrimination, bigotry, racism, hatred, harassment, or harm against any individual or group; or (f) is violent or threatening or promotes violence or actions that are threatening to any other person.

DISCLAIMERS

THE MEMBER SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. WITHOUT LIMITING THE FOREGOING, ME2BA EXPLICITLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE OR ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY IN TORT, CONTRACT, OR ANY OTHER BASIS. ME2BA MAKES NO WARRANTY THAT THE SITE OR SERVICES WILL MEET YOUR REQUIREMENTS, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS, OR WILL BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS.

LIMITATION OF LIABILITY:

YOU ACKNOWLEDGE AND AGREE THAT, AS BETWEEN YOU AND ME2BA, TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU ASSUME THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE MEMBER SITE.

ME2BA WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA, LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE ,OR SYSTEM FAILURE, OR THE COST OF SUBSTITUTE SERVICES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE MEMBER SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ME2BA HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. .

INDEMNIFICATION

Indemnification of Me2BA by you

You will defend and hold harmless Me2BA, its affiliates, and each of their investors, directors, officers, employees, attorneys, and agents (collectively, the "**Me2BA Indemnified Parties**") from and against any and all third party claims, actions, suits, proceedings, and demands ("**Claims**") arising from or related to your violation of the Terms, and will indemnify the Me2BA Indemnified Parties for all reasonable attorney's fees incurred and damages and other costs arising from such a Claim. We must provide you with prompt written notice of any such Claim and allow you the right to assume the exclusive defense and control, and cooperate with any reasonable requests assisting your defense and settlement of such matter. This section states your sole liability with respect to, and the Me2BA Indemnified Parties' exclusive remedy against you for, any Claim.

Limitations on Indemnifications

Notwithstanding anything contained in the two preceding sections, (a) a Me2BA Indemnified Party will always be free to choose its own counsel if it pays for the cost of such counsel; and (b) no settlement may be entered into by an indemnifying party, without the express written consent of the Me2BA Indemnified Parties (such consent not to be unreasonably withheld), if (i) the third party asserting the claim is a government agency, (ii) the settlement arguably involves the making of admissions by the Me2BA Indemnified Parties, (iii) the settlement does not include

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a full release of liability for the Me2BA Indemnified Parties, or (iv) the settlement includes terms other than a full release of liability for the Me2BA Indemnified Parties and the payment of money.

GOVERNING LAW; VENUE

These Terms will be governed by and construed in accordance with the laws of the State of California, without regard to any applicable conflicts of laws. Any and all disputes arising from or related to these Terms shall be adjudicated in the state or federal courts of San Diego County, California, and you and Me2BA each hereby consent and submit to the exclusive jurisdiction of such courts. In any action or proceeding to enforce rights under these Terms, the prevailing party will be entitled to recover its reasonable costs and attorney's fees.

GENERAL TERMS

These Terms, the Me2BA Bylaws, and the Membership Agreement constitute the entire and exclusive understanding and agreement between Me2BA and you regarding the Member Site, and these Terms supersede and replace any and all prior oral or written understandings or agreements between Me2BA and you regarding the Member Site. If for any reason a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

You may not assign or transfer these Terms, by operation of law or otherwise, without Me2BA's prior written consent. Any attempt by you to assign or transfer these Terms without such consent will be void *ab initio*. Me2BA may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors, and permitted assigns.

Any notices or other communications provided by Me2BA under these Terms, including those regarding modifications to these Terms, will be given: (i) via email or through your Account; or (ii) by posting to the Me2BA website. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

ME2BA's failure to enforce any right or provision of these Terms will not be considered a waiver of future enforcement of that right or provision or of any other right or provision. The waiver of any right or provision will be effective only if in writing and signed by a duly authorized representative of Me2BA. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.