

TERMS OF USE

Young Presidents' Organization, Inc. ("YPO") maintains certain web pages accessible through www.ypowpo.org ("YPO Exchange" or the "Exchange") and allows use of and access to the site, subject to the terms and conditions below ("Terms") and any other outstanding written agreements between you and YPO, other than previous versions of these Terms. The terms "you" and "your", as used in these Terms, refer to all individuals and entities accessing this site for any reason. These Terms affect your rights, and you should read them carefully.

1. Acceptance of the Terms. By accessing or using the site, you acknowledge and represent that you have read, understood, agree to be bound by, and accept these Terms. IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST NOT USE THE SITE. If you have any question about your obligations under these Terms, please email YPO at exchangesupport@ypo.org.

2. Changes and Updates to These Terms. YPO may at any time modify, add, or remove portions of these Terms, without prior notice. Although YPO will post a notice of any material change to the Terms on the site for 30 days, it is your responsibility to check these Terms periodically for changes. By continuing to use the site after YPO's posting of any changes, you agree to be bound by these Terms, as modified. Your access and use of the site is subject to the most current version of these Terms. For your information, these Terms were last updated on 16 August 2013.

3. Right to Enter the site. As long as you comply with these Terms, YPO grants you a personal, non-exclusive, non-transferable, limited permission to enter and use the site. Any unauthorized use of the site terminates the permission granted by YPO to enter and use the site. No person under the age of 18 may be a Member of YPO or use the site.

4. Ownership and Use of Materials. All information, data, text, communications, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork and computer code contained on the site (collectively, "Materials") are owned, controlled or licensed by or to YPO, and are protected by copyright, patent, trade dress and trademark laws, and various other intellectual property rights. You may download, print, and view Materials from the site under these Terms as long as you use the Materials only for non-commercial, personal use and as long as you do not modify or alter the Materials. You may not copy, republish, distribute, prepare derivative works, modify, or otherwise use the Materials other than as expressly permitted by these Terms. YPO reserves the right to revoke at any time the authorization to view, download and print the Materials available via this site, and you must discontinue such use immediately upon notice from YPO.

The rights specified above to view, download and print the Materials available on this site are not applicable to the design, layout or look and feel of this site. Such elements of the site are protected by law, including trade dress, trademark, and other laws, and may not be copied or imitated. No trademark, service mark, graphic, sound or image from the site may be copied or retransmitted unless expressly permitted by YPO in writing.

5. Access Limits. Without YPO's express written consent, you may not (a) use any automated means to access the site or collect any information from the site (including, without limitation, robots, spiders, scripts, or other automatic devices or programs), or (b) frame the site, utilize framing techniques to enclose any service mark, logo, or other proprietary information, place pop-up windows over its pages, or otherwise affect the display of its pages. This means, among other activities, that you agree not to engage in the practices of "screen scraping," "database scraping," or any other activity with the purpose of obtaining Materials, lists of users, or other information.

You may not use any meta tags or any other "hidden text" utilizing YPO's name, trademarks, or service marks without the express written permission of YPO. You may not use any YPO logo or other proprietary graphic, trademark, or service mark as part of a link without express written permission from YPO. When you use the site and its Materials for an authorized purpose, you must include all proprietary notices without changing or hiding them. You agree that you will not use the site in any manner that is inconsistent with applicable law or that could damage, disable, overburden, or impair the site or interfere with any other party's use and enjoyment of the site.

6. Registration Information; Security. To access certain portions of the site, you must be a YPO Member and use a username and password. You represent and warrant that all information you submit on the site is accurate. If YPO has reasonable grounds to believe that the registration information you provided is untrue, inaccurate, incomplete, or outdated, YPO may suspend or terminate your use of the site. YPO may disallow the use of any username that YPO deems offensive or inappropriate. You are responsible for preserving the confidentiality of your password and for the actions of persons accessing the site through your username and password. You agree to notify YPO immediately of any unauthorized use of your username or password.

7. Electronic Communications. By being a YPO Member, you authorize YPO to send electronic mail to you notifying you of changes or additions to this site or any of YPO's products or services.

8. Privacy and Data Security Policies. Your privacy is important to YPO. Please review YPO's [Privacy Policy](#) regarding information we collect through your use of the site, the terms of which are incorporated herein by reference. Please also review the [Website and Mobile Application Data Security Policy](#) created to safeguard member information when it is being stored, transmitted, processed or managed through the use of YPO website or mobile application, as well as information stored and managed outside of our organizational infrastructure (i.e., externally hosted third-party software providers or individual application solutions such as an off-the-shelf mobile application).

9. User Obligations. You agree NOT to do any of the following while using the site:

- Violate any applicable law, regulation, or the Terms;
- Tamper with other users' postings;
- Solicit or gather any user's information available from the site, such as other users' names and email addresses, for the purpose of transmitting any unsolicited advertising, "junk mail", "spam" or "chain letters";
- Impersonate or misrepresent your affiliation with any person or entity or create a false identity to mislead others;
- Post false or misleading information;
- Post or transmit any content that infringes a third party's Intellectual Property Rights (as that term is defined below) or rights of publicity or privacy, that you do not have the right to disclose under contractual or fiduciary obligations, or that is unlawful, untrue, fraudulent, harassing, libelous, defamatory, abusive, threatening, pornographic, racist, harmful (including viruses, corrupted files, or any other similar software or programs), disparaging of YPO or other users, or otherwise objectionable;
- Sell or otherwise monetize or commercialize any information posted on the site;
- Violate any other policies stated on the site;
- Repeat any action after you receive a warning or request from YPO to stop, whether or not that action is explicitly prohibited in policies. This includes continuing to use the site under the same account, a different account, or reregistering under a new account after your account has been temporarily suspended, indefinitely suspended, or terminated; or
- Fail to respond to an email from YPO regarding a violation, dispute or complaint.

10. Network Groups on the site. YPO provides you the ability to participate in certain YPO "Networks", "Groups", and other areas on the site where you can post content. Your participation in those Networks and Groups may be subject to additional terms and conditions applicable to those Networks and Groups that require you to agree to them as a condition to joining the Network(s) or Group(s).

These Networks, Groups and other areas on the site allow you to post your information and comments on various topics. Please note that ideas you post and information you share will be seen and used by other users, and YPO cannot guarantee that other users will not use the ideas and information that you share on the site. Therefore, if you have an idea or information that you would like to keep confidential and/or don't want others to use, or that is subject to third party rights that may be infringed by your sharing it, do not post it to Groups, Networks, a status update, or elsewhere on the site. YPO IS NOT RESPONSIBLE FOR A USER'S MISUSE OR MISAPPROPRIATION OF ANY CONTENT OR INFORMATION YOU POST ON THE SITE.

11. Posting Information on the site; Submissions. To operate the site, YPO requires certain rights. When you post text, files, links, attachments, photos, videos, or other materials or information (collectively, "User Content") to visible areas of the site (such as chat areas, message boards, profile pages, or "blogs"), you are granting, or representing that the owner of such User Content has granted, a worldwide, royalty-free, perpetual, irrevocable, sublicensable, transferable, fully paid up, non-exclusive right under all Intellectual Property Rights to use, copy, reproduce, modify, transmit, distribute, perform, analyze, remove and display such User Content (in whole or in part) and incorporate such User Content in other works in any form, media or technology. Excluding certain information contained in your Member profile, and subject only to restrictions in our Privacy Policy, all material, information, or

ideas that you upload, publish, distribute, post, or disseminate on or through the site will be treated as non-confidential and non-proprietary, and may be used or disseminated by YPO or its affiliates for any purpose. You also acknowledge and agree that YPO is free to use any ideas, concepts, know-how, feedback, or techniques that you provide for any purpose without any compensation to you.

You are responsible for the consequences of posting User Content regarding YPO or any third party, including other users, and agree to hold YPO harmless from any damages suffered or claims asserted by a third party as a result of any comment or information you choose to post or distribute. You may be held legally responsible for damages suffered by other users, YPO, or other third parties as a result of legally actionable or defamatory comments, other comments or information, or User Content that you post to the site. YPO is not legally responsible for any comments, information, or other User Content posted or made available on the site by any user or third party, even if such information or User Content is defamatory or otherwise legally actionable. YPO is not responsible for your or another person's misuse or misappropriation of User Content or for your interactions with others on the site. YPO is also not responsible for and does not monitor or censor User Content for accuracy or reliability. YPO, however, may remove or restrict access to information or User Content posted or made available on the site by its users or any third party if ordered to do so by a court or if YPO considers such information or User Content to be in violation of these Terms, posted rules or its policies and procedures.

12. Links to External sites. YPO may provide links on the site to other independent websites on the internet that are owned and operated by third party vendors or other third parties not under the control of YPO. These links are not intended as an endorsement by YPO of the entity or individual operating the website or a warranty of any type regarding the website or the information on the website. By using this site, you acknowledge that YPO is not liable or responsible for any damage or loss caused, or alleged to be caused, by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

13. Accuracy of Information on the site. YPO attempts to provide only accurate information, but some inaccuracies may occasionally be present. By using the site you acknowledge that YPO will not be liable or responsible for any damage or loss caused by or in connection with the use of or reliance on any information on the site. If you find any information on the site to be inaccurate, please alert YPO at exchangesupport@ypo.org.

14. Termination. YPO may suspend or terminate your use of the site for any reason, including, without limitation, if YPO believes that you have violated or acted inconsistently with these Terms. YPO may also modify or discontinue providing the site, or any part thereof, with or without notice. YPO is not liable to you or any third-party for any termination of your access to the site, or any modification or termination of the site.

15. No Warranty; Disclaimers. THE SITE IS PROVIDED "AS IS," AND YPO AND ITS SUPPLIERS AND CO-BRANDED PARTNERS EXPRESSLY DISCLAIM ALL WARRANTIES OR CONDITIONS OF ANY KIND (EXPRESS, IMPLIED OR STATUTORY), INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, YPO DOES NOT PROMISE OR WARRANT TO YOU THAT ANY ASPECT OF THE SITE WILL WORK PROPERLY, OPERATE ERROR-FREE, OR BE AVAILABLE CONTINUOUSLY. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE IS DONE AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM YPO OR THROUGH OR FROM THE SITE CREATES ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you. This warranty gives you specific legal rights, and you may also have other legal rights, which vary from state to state.

16. Limitation of Liability. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YPO AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, AND LICENSORS (A) ARE NOT LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF YPO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), HOWEVER ARISING (INCLUDING NEGLIGENCE), AND (B) WILL IN NO EVENT BE LIABLE TO YOU FOR ANY

CLAIMS ARISING FROM YOUR USE OF THE SITE OR THESE TERMS IN AN AMOUNT GREATER THAN US\$50. Some jurisdictions do not allow the foregoing limitations of liability, so they may not apply to you.

17. Dealings with Advertisers or Partners. Your correspondence or business dealings with or participation in promotions of advertisers or partners found on or through the site, including payment and delivery of related goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and that advertiser or partner. You agree that YPO is not responsible or liable for any loss or damage incurred as the result of any such dealings or as the result of the presence of such advertisers or partners on the site.

18. Intellectual Property. All Materials are the property of YPO or the parties specifically indicated, and are protected by copyrights, trademarks, patents, trade secrets, and other intellectual property and proprietary rights (collectively, "Intellectual Property Rights"). Except as expressly provided in these Terms, YPO does not grant any express or implied right to use the Materials. The collection, arrangement and assembly of any Materials are the exclusive property of YPO or its licensors and are protected by U.S. and international intellectual property laws, including copyright laws. All software used on this site is the property of YPO or its software suppliers and are protected by U.S. and international intellectual property laws, including copyright laws. "Young Presidents Organization", "YPO", the Triangle Design, and any other YPO logos and service names are trademarks of YPO. All other marks contained on this site are the property of the parties indicated.

19. Indemnity. You agree to indemnify, defend and hold harmless YPO, and its subsidiaries, affiliates, officers, agents, co-branded partners or other partners, and employees, from any claims, damages, expenses (including reasonable attorneys' fees), allegations, losses and liabilities arising from or related to (a) your violation of these Terms, (b) your use of the site, (c) User Content that you submit, post to, or transmit through the site, (d) your access to or use of linked sites, and (e) any dealings between you and any third parties advertising or promoting via the site or Software.

20. Notice and Procedure for Making Claims of Copyright Infringement. If you have a claim of copyright infringement, you must send proper written notification under the Digital Millennium Copyright Act, Title 17, United States Code, Section 512(c)(3) ("DMCA") to the following Designated Agent:

John Garda - Designated Copyright Agent for YPO
K&L Gates, LLP
1717 Main Street
Suite 2800
Dallas, Texas 75201 U.S.A

The Designated Copyright Agent should be contacted only if you believe that your work has been used or copied in a way that constitutes copyright infringement and such infringement is occurring on the site. YPO has no obligation to respond to any notification that does not comply with the DMCA.

21. Void Where Prohibited. YPO controls, operates, and administers the site from its offices in Irving, Texas. Although the site is accessible worldwide, not all features, products or services offered through or on the site are available to all persons or in all geographic locations, or appropriate or available for use outside the United States. YPO reserves the right to limit the provision and quantity of any feature, product or service to any person or geographic area. Any offer for any feature, product or service made on the site is void where prohibited. If you choose to access the site from outside the United States, you do so on your own initiative, and you are responsible for complying with applicable local laws.

22. Choice of Law; Dispute Resolution. All matters relating to your access to and use of the site, including purchases made on the site, are governed in all respects by the laws of the State of Texas as such laws are applied to agreements entered into and to be performed entirely within Texas between Texas residents. You agree that any action at law or in equity arising out of or relating to these Terms or arising out of your use of this site will be resolved individually through binding arbitration in Dallas County, Texas using the then-current rules of the American Arbitration Association, and the resulting decisions may be entered in any court with proper jurisdiction. This means that if you have a grievance with us, you cannot take us to court, and you may not join your action with any other party. You can address such grievances through arbitration only, and you are hereby consenting to do it in Dallas

County, Texas using Texas laws (without regard to Texas rules on conflict of laws). To the fullest extent allowed by law, any such controversy or claim must be arbitrated on an individual basis, and will not be consolidated in any arbitration with any claim or controversy of any other party. Notwithstanding the foregoing, either party may seek any interim or preliminary relief from a court of competent jurisdiction in Dallas County, Texas as necessary to protect the party's rights or property pending the completion of arbitration. By using this site, you consent and submit to the exclusive jurisdiction and venue of the state and federal courts located in Dallas County, Texas.

23. General. If any portion of these Terms is deemed unenforceable, that portion will be enforced to the maximum extent possible so as to effect the parties' intent as reflected by that provision, and the remaining portions of these Terms will be given full effect. YPO's failure to act in a particular circumstance, including any failure by YPO to enforce or exercise any provision of these Terms, does not waive the ability to act with respect to that circumstance or similar circumstances in the future. YPO will be excused for any failure to perform to the extent that its performance is prevented by any reason outside of its reasonable control. No agency, partnership, joint venture, employment or franchise relationship is intended or created by these Terms. YPO may assign its rights and obligations under these Terms to an entity that acquires all or substantially all of the assets of YPO or to any subsidiary or successor in a merger or acquisition involving YPO. These Terms, in addition to any other written agreement between you and YPO, constitute the entire agreement between YPO and you with respect to your access to or use of the site, superseding any prior versions of these Terms. If an express conflict exists between these terms and a written agreement between you and YPO, such written agreement supersedes these Terms.

24. Special Provisions Applicable to Users Outside of the United States of America. You have given us your express and informed consent to transfer any data or other information that you provide to us to the United States and to process it in the United States.