

WINGS Terms of Use

These Terms of Use are effective as of November 20, 2020. By accessing or using the Community Website (the “Service”), or by logging into the site with your allocated User ID, you agree to be bound by these Terms of Use. The Service is owned and operated by the Worldwide Initiatives for Grantmaker Support (WINGS), acting by and through WINGS.

Please review these Terms of Use carefully prior to using the Service. If you do not agree with these Terms of Use, please do not use the Service.

The Service comprises a suite of online services provided by WINGS, including but not limited to:

- an online WINGS Community Directory
- the Community Messaging Service class emailer,
- a User-to-User Community Messaging service, and
- the WINGS Working Groups access.

These Terms of Use govern your use of each component of the Service.

1. Copyright; Rules for Submission of Content.

- (a) The Service and any data, text, files, information, usernames, images, graphics, photos, profiles, audio and video clips, sounds, works of authorship, applications, links, and other content or materials (collectively, the “Service Content”) are protected by copyright, trademark and other laws. As between you and WINGS , WINGS owns the intellectual property rights in the Service and the Service Content. You may use the Service and the Service Content only in the manner and for the purposes specified in these Terms of Use. Except as specifically permitted by these Terms of Use, you may not modify, transmit, produce, distribute, display, sell, license, broadcast, or otherwise make available in any form or by any means any part of the Service or the Service Content without the express written permission of WINGS.
- (b) You retain ownership of all of your intellectual property rights in any content created, posted, or shared by you, on or through the Service and any personal data, (the “User Content”). WINGS does not claim ownership of your User Content.
- (c) You represent and warrant that: (i) you own your User Content; (ii) the posting and use of your User Content on or through the Service will not violate, misappropriate or infringe on the rights of any third party, including, without limitation, privacy rights, publicity rights, copyrights, trademark and/or other intellectual property rights; (iii) you shall pay for all royalties, fees, and any other monies owed by reason of your User Content; and (iv) you have the legal right and capacity to enter into these Terms of Use in your jurisdiction.

2. Rules of Conduct.

- (a) You affirm that you are at least 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully competent, to use the Service and to enter into and comply with these Terms of Use.
- (b) You may not post violent, nude, partially nude, discriminatory, unlawful, infringing, hateful, disturbing, pornographic, or sexually suggestive photos or other content via the Service.
- (c) You may not defame, stalk, bully, abuse, harass, threaten, impersonate or intimidate people or entities and you must not post private or confidential information via the Service, including, without limitation, your or any other person's credit card information, social security or alternate national identity numbers, non-public phone numbers or non-public email addresses.
- (d) You may not use the Service for any illegal or unauthorized purpose. You agree to comply with all laws, rules and regulations (for example, federal, state, local and provincial) applicable to your use of the Service and your User Content, including but not limited to, copyright laws.
- (e) You must not interfere with or disrupt the Service or servers or networks connected to the Service, including by transmitting any worms, viruses, spyware, malware or any other code of a destructive or disruptive nature.
- (f) You must not create accounts with the Service through unauthorized means, including but not limited to, by using an automated device, script, bot, spider, crawler or scraper.
- (g) You must not attempt to restrict another user from using or enjoying the Service and you must not encourage or facilitate violations of these Terms of Use.
- (h) You may only make non-commercial uses of the Service and Service Content. Use of Service or the Service Content for any commercial, public or political purpose is strictly prohibited. Prohibited activities include, but are not limited to: (1) activities that are illegal or fraudulent; (2) use that inaccurately implies endorsement, approval, or sponsorship by WINGS (or any individual officer or employee of WINGS); (3) use that can be confused with official communications of WINGS or its officers or employees;

and (4) print or electronic mass mailings (sometimes known as "spamming"), solicitations for commercial services.

- (i) Certain areas of the Service provide tools for the exchange of ideas and information between users, including in the form of direct messaging. WINGS is not responsible or liable for any content, including User Content, that is posted or distributed pursuant to such user to user exchanges. The views and opinions expressed by users are theirs alone, and are not endorsed by, and should not be ascribed to WINGS. You are solely responsible for all User Content you post, and you assume all risks relating to its use by others and others' reliance on its accuracy.
- (j) You acknowledge and agree that WINGS has no obligation to display, monitor, or take any action with respect to Service Content or User Content. WINGS reserves the right, without the obligation, to edit the Service and to edit, remove, delete or refuse any User Content for any reason without notice to users. If User Content violates the above standards or any other provision of these Terms of Use, WINGS reserves the right to terminate the applicable user's account and right to use the Service, in addition to any other rights or remedies available. WINGS does not approve or endorse any User Content, and you agree that WINGS will have no responsibility or liability in connection with your use of any User Content.

3. **Privacy; Confidentiality.**

- (a) WINGS agrees to use your User Content in compliance with the privacy policy of the Service, together with any Service-specific data use policies, privacy statements and privacy notices (collectively, "Privacy Policies").
- (b) WINGS will treat your User Content as confidential information in accordance with WINGS policies, and only use and disclose it in accordance with these Terms of Use and the Privacy Policies.

4. **Limitation of Liability; Indemnification.**

- (a) **THIS SERVICE AND ALL ITS CONTENT ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED.
WINGS DOES NOT APPROVE OR ENDORSE ANY USER CONTENT.
WINGS IS NOT LIABLE TO USERS OR VISITORS FOR ANY DAMAGES
OF ANY KIND ARISING OUT OF THE USE OF THE SERVICE, SERVICE CONTENT,
OR USER CONTENT REGARDLESS OF WHETHER WINGS HAS BEEN ADVISED
OF THE POSSIBILITY OF DAMAGES.**
- (b) You agree to indemnify and hold harmless WINGS and its officers, fellows, governing board members, directors, employees and agents, from and against all claims, actions, suits, damages, liabilities and costs (including, without limitation, reasonable legal fees) arising from or relating to your use of the Service or any of the Service Content or your User Content, and/or your failure to comply any provision of these Terms of Use.

5. User Accounts; Account Termination Policy.

- (a) You agree to provide accurate and complete information when creating or updating your account. You are solely responsible for the activity that occurs on your user account, and you must keep your account password secure. You agree to notify us immediately at [<customer email contact detail>](#) of any unauthorized use of your account or other breach of security. You may not use another's account without permission. WINGS may terminate your account if you violate any provision of these Terms of Use or fail to comply with requests concerning your account. User accounts may not be shared, transferred, or sold to other parties, nor are they to be used by or made available to any person or entity except the registered user.
- (b) The rights granted to you hereunder will terminate automatically upon any breach by you of these Terms of Use, unless WINGS otherwise specifically agrees in writing, but the other provisions of these Terms of Use will survive any such termination. WINGS reserves the right at any time in its sole discretion to cease providing any Service Content, to change or discontinue any aspect or element of the Service, or to cease making the Service available.

6. Miscellaneous

- (a) Links to Other Services. WINGS may provide links to websites operated by third parties, including but not limited to, websites operated by WINGS, as a convenience for our users. WINGS does not endorse or accept responsibility for the content or the use of third-party websites. If you use third-party sites, you do so solely at your own risk. Links do not imply that WINGS is affiliated or associated with any linked site.
- (b) Use of WINGS Names. Except as specifically permitted by these Terms of Use, you may not use or register any name, logo or insignia of WINGS or any of its schools or subdivisions for any purpose except with our prior written approval and in accordance with any restrictions required by WINGS .
- (c) Governing Law. These Terms of Use, and any claim or dispute that arises from or relates to your use of the Service, will be governed by the laws of Massachusetts, without regard to its conflicts of laws principles. You agree that all such claims and disputes will be heard and resolved exclusively in courts sitting in Middlesex or Suffolk County, Massachusetts. You consent to the personal jurisdiction of such courts over you for this purpose, and waive and agree not to assert any objection to such proceedings in such courts (including any defense or objection of lack of proper jurisdiction or venue or inconvenience of forum).
- (d) Change of Terms of Use. Please note that these Terms of Use are subject to change without notice from time to time. Any changes will be posted to this page. Your use of this Service or any Service Content after any changes have been made will constitute your agreement to the modified Terms of Use.
- (e) Severability; Entire Agreement. If any provision of these Terms of Use is held to be invalid or unenforceable, that provision, to the extent unenforceable, shall be struck, and shall not affect the validity or enforceability of the remaining provisions. Your rights under these Terms of Use are personal, non-exclusive and non-transferable. Headings are for reference purposes only and in no way define or limit the scope or extent of any provision of these Terms of Use. WINGS 's failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. Except as otherwise expressly provided in these Terms of Use, nothing herein shall be deemed to confer any third-party rights or benefits. These Terms of Use



set forth the entire understanding and agreement between you and WINGS with respect to the subject matter hereof.