

**WOMEN IN LEADERSHIP LEAGUE
MEMBERSHIP TERMS AGREEMENT**

Each person by participating in the membership of the Women in Leadership League (hereinafter "Member"), agrees to this Membership Terms Agreement (the "Agreement").

1. Membership Application. Prior to becoming a Member, each person must complete and submit a membership application and non-refundable application fee. Upon review of the application, Women in Leadership League (hereinafter "WILL") shall notify each Member that Member has been accepted to participate in WILL's membership.
2. Term. Unless terminated earlier in accordance with this Agreement, each membership term will be for one (1) year and upon payment of the annual membership fee, will automatically renew for additional terms of one (1) year each.
3. Payments. Each Member will pay a membership fee annually or monthly based on the membership category selected. Any and all payments made to WILL are nonrefundable unless otherwise noted or agreed in writing by WILL in its sole discretion. All memberships will automatically renew in accordance with Paragraph 2 on the basis chosen (annual or monthly) at the membership rate. All rates are subject to change at any time with or without notice.
4. Member Benefits. Through WILL's membership, Members:
 - (a) are invited to attend WILL's Monthly Event(s) (as defined in Paragraph 5 below) and Special Event(s) (as defined in Paragraph 5 below);
 - (b) receive a discount to the admission fee for one Monthly Event per month, if any;
 - (c) receive a discount to the admission fee for one Special Event per year, if any;
 - (d) receive discount(s) for sponsorship or partnership opportunities;
 - (e) receive access to, and will be listed in, WILL's online directory, which includes Member's name, business (if any), photo, biography and preferred contact information;
 - (f) receive access to WILL's closed Facebook group or other closed social media group (if any);
 - (g) receive access to WILL's event calendar, and may include event(s) hosted or promoted by Member, provided such events have been pre-approved by WILL in writing;
 - (h) may be featured on WILL's social media and/or website, upon submission and approval of a Member spotlight application.
5. Events. WILL's "Monthly Events" are monthly community event(s) or gatherings as designated by WILL, whether such events are held in person or virtually and may include, but are not limited to, luncheons, workshops, seminars, happy hours, retreats and other social and/or professional networking events that may be hosted by WILL or in partnership with WILL. WILL's "Special Events" are all other events hosted by WILL or in partnership with WILL, as designated by WILL. "Monthly Events" and "Special Events" shall collectively be referred to as "Events". All Events shall be paid for by Member in advance of attendance and any such payments are non-refundable and non-transferable. Attendance and participation in any Event in any capacity is at Member's own risk. Member agrees to not hold WILL, its members, officers, directors, employees, successors, partners, affiliates or anyone else associated with WILL or an Event liable for any damage, loss or injury of any kind that Member or Member's property may sustain or incur by participating in or attending an Event.
6. Membership Conduct. During the term of this Agreement, each Member agrees to conduct herself in a positive, supportive and professional manner to facilitate and encourage a community of women leadership throughout Member's membership and at each Event. Each Member will refrain from disrupting any Event and interfering with WILL's membership service provided to any Member. Each Member agrees to comply with all applicable local, state, national or international laws during all Events or as related to Member's membership.

7. Cancellation and Termination. Prior to the end of the then current term of the annual membership, Member may cancel their membership at any time upon 30 days advance written notice and shall be effective on the first day of the next full month following the 30 days' notice. Any and all amounts paid to WILL are non-refundable and non-transferable. WILL may terminate this Agreement with or without cause at any time and such termination shall be effective immediately. Any breach or anticipated breach of this Agreement by Member may result in the immediate termination of Member's membership. WILL reserves the right, in its sole discretion, to reject, refuse to post or remove any Member information or posting, or to restrict, suspend, or terminate Member's access to all or any part of WILL's membership service or benefits at any time, for any or no reason, with or without prior notice, and without liability. During the term of this Agreement and for a period of two (2) years thereafter, Member will not make any oral or written disparaging statement about, or negative statement which is intended or reasonably likely to disparage, WILL or their representatives, officers, directors or agents or any of WILL's work, professional conduct or business, or otherwise degrade WILL's reputation in the professional or social community or in the professional coaching, business consulting, women mentorship or professional educational industries. This clause shall expressly survive the expiration or termination of this Agreement.
8. Content License. By posting or submitting any information, data, text, files, images, photos, video, sounds, musical works, messages, intellectual property, works of authorship, or any other materials (collectively, "Content") to WILL or through WILL's membership services, Member hereby grants WILL a nonexclusive, royalty-free, sub-licensable, worldwide license to use the Content supplied by each such Member. This license includes, inter alia, the right for WILL to reproduce, edit, represent, adapt, translate, publicly perform, publicly display, digitize, use for advertising purposes, whether commercial or non-commercial, to sublicense or to transfer such Content over all or part of the WILL's membership services and through any electronic communication media or social media and to incorporate such Content into other works in any format or medium now known or later developed. Each Member expressly authorizes WILL to modify said Content. These rights are granted throughout the world and for the entire term of this Agreement. Member represents and warrants that: (i) Member owns the Content submitted by Member to WILL or through WILL's membership services or otherwise has the right to grant the license set forth above, and (ii) submitting Member's Content to WILL or through WILL's membership services does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any third party. Member agrees to pay for any and all royalties, fees, and any other monies owing any third party by reason of any Content submitted by Member.
9. Release. Member hereby grants WILL the right to use and publish photographic portraits, likeness, sounds, pictures or videos of Member (the "Reproductions"). Member may be included in Reproductions in whole or in part, in composite or distorted form, in conjunction with Member's name or fictitious name, made through any medium. WILL shall have the right to use the Reproductions in all markets and media throughout the world, in perpetuity. Member hereby waives any right to any compensation arising from or related to the use of the Reproductions. Member represents and warrants that Member has full power and authority to grant all rights related to the Reproductions, or has secured all rights, consents and permissions.
10. No Obligation. WILL has no obligation and assumes no responsibility for verifying the identity of any Member prior to or during Member's participation in WILL's membership or monitoring Member's Content or conduct. WILL does not endorse and exercises no control over any Content submitted by Member. WILL is not responsible for any Member's misuse or misappropriation of any Content or information submitted to WILL or through WILL's membership services. WILL has no obligation to store, maintain or provide a copy of any Content submitted to WILL or used through WILL's membership

services. WILL reserves the right to withhold, remove and/or discard any Content available as part of Member's membership, with or without notice and WILL may delete any Content in its sole judgment.

11. Intellectual Property. All intellectual property owned by the WILL ("WILL's IP") is protected by copyrights, trademarks, service marks, trade secret, patents or other proprietary rights and laws and shall remain the sole and exclusive property of WILL. WILL hereby retains its entire right, title and interest in and to WILL's IP. Nothing in this Agreement will be construed as an assignment, license or other transfer of any of WILL's IP to Member or any other party. Member may not copy, modify, translate, publish, broadcast, transmit, distribute, perform, display, or sell any of WILL's IP in whole or in part, or create derivative works based on WILL's IP, without first obtaining WILL's prior written consent. Member acknowledges and agrees that content contained in advertisements or information presented by a third party to Member through WILL's membership is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly permitted by applicable law or as authorized by the owner of such proprietary rights, Member agrees not to copy, modify, translate, publish, rent, lease, loan, sell, distribute, transmit, broadcast, publicly perform or create derivative works based on the such content, in whole or in part.
12. Disclaimer and Limitation of Liability. Any and all information made available through, or in connection with WILL's membership service is for informational purposes only and not to be considered as business or professional advice. WILL is not responsible for any incorrect, inaccurate or incomplete information or Content made available through, or in connection with, WILL's membership or Events. Membership profiles may contain links to third party websites and does not imply approval or endorsement by WILL of such websites, products, services or other materials on or available through such websites. WILL is not responsible for the content, accuracy or opinions expressed on such websites, and such websites are in no way investigated, monitored or checked for accuracy or completeness by WILL. WILL assumes no responsibility for Member's reliance on such information, Content or opinion. WILL is not responsible for the conduct of any Member at any time. Under no circumstances shall WILL be responsible for any loss or damage, including personal injury or death, resulting from use of WILL's membership services, attendance at an Event, from any Content made available through WILL's membership services, or from the conduct of any Member. WILL's services are provided "AS-IS" and as available and WILL expressly disclaims any and all express or implied warranties and representations, including, without limitation, any warranties of merchantability, warranty of fitness for a particular purpose or non-infringement. WILL cannot guarantee and does not guarantee any specific results from use of WILL's service or participating in WILL's membership service or any Event. In no event shall WILL be liable to Member or any third party for any indirect, consequential, exemplary, incidental, special or punitive damages, including lost profit damages arising from Member's membership or use of WILL's services, even if WILL has been advised of the possibility of such damages. Notwithstanding anything to the contrary contained in this Agreement, WILL's liability to Member, if any, for any cause whatsoever and regardless of the form of the action, will at all times be limited to the amount paid, if any, by Member to WILL for the services during the then current term of the annual membership. This clause shall expressly survive the expiration or termination of this Agreement.
13. Governing Law; Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The parties expressly agree that the proper venue for any action brought as a result of a breach of this Agreement shall exclusively be in Miami-Dade County. Each party consents to the jurisdiction of such courts and waives any right it may otherwise have to challenge the appropriateness of such forums. In the event that either party institutes any legal proceeding against the other party arising out of or relating to this Agreement, the prevailing party shall be entitled to receive court costs and reasonable attorneys' fees and expenses incurred in addition to all other damages to

which it may be entitled. In no event shall Member seek or be entitled to rescission, injunctive or other equitable relief, or to enjoin or restrain WILL's services, exploitation of any advertising or other materials issued in connection therewith, or exploitation of WILL's services or any Content or other material used or displayed through WILL's membership services.

14. Indemnity. Member shall indemnify and hold WILL, its subsidiaries, and affiliates, and their respective officers, agents, partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Member's use of the membership or WILL's services in violation of this Agreement and/or arising from a breach of this Agreement and/or any breach of Member's representations and warranties set forth above and/or if any Member Content causes WILL to be liable to a third party. Member shall indemnify WILL and hold WILL harmless from any damages, losses and costs (including, but not limited to, reasonable attorneys' fees) related to third party claims, charges or investigations, caused by (a) Member's failure to comply with this Agreement, including, without limitation, Member's submission of Content that violates third party rights or applicable laws, (b) any Content Member submits to WILL or (c) any activity in which Member engages in or through the WILL's membership services or Events.
15. Modifications. WILL may modify this Agreement from time to time and such modification shall be effective upon posting on WILL's website. Member agrees to be bound to any changes to this Agreement when Member uses or participates in WILL's membership services or Event after any such modification is posted. Member agrees to review this Agreement regularly to ensure Member is updated as to any changes.
16. Miscellaneous. This Agreement is accepted upon Member's use of, or participating in, WILL's membership services, WILL's website or Events. This Agreement constitutes the entire understanding between Member and WILL regarding WILL's membership services or Events. The failure of WILL to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. The section titles in this Agreement are for convenience purposes only and have no legal or contractual effect. This Agreement operates to the fullest extent permissible by law. If any provision of this Agreement is deemed unlawful, void or unenforceable by a court of competent jurisdiction, that provision is severable from this Agreement and does not affect the validity or enforceability of any remaining provisions. Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by electronic mail if sent to the respective address of each party as set forth in WILL's membership directory. The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person or entity without the prior written consent of the other party. This Agreement may be executed electronically in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.