

# Terms of Service

## Inclusive Wedding Alliance

### 1. ACCOUNT TERMS

1.1 You must provide your name, a valid email address, and any other requested information in order to complete the registration process.

1.2 You acknowledge that IWA will use the email address you provide as the primary method for communication.

1.3 The person signing up with the IWA will be the contracting party ("Account Owner") for the purposes of our Terms of Service and will be the person who is the authorized contact.

1.4 If you are signing up for our memberships on behalf of your employer, your employer shall be the Account Owner.

1.5 In the event of a dispute regarding account ownership, we reserve the right to request documentation to determine or confirm account ownership.

1.6 A breach or violation of any term in the Terms of Service as determined in the sole discretion of IWA will result in an immediate termination of your membership.

### 2. YOUR CONTENT

2.1 Except for the license granted below, which permits us to provide and promote IWA, you own your own content. We claim no intellectual property rights over the material you provide to your Alliance Profile. You represent and warrant that you or your employer owns or otherwise controls all of the rights to the material you provide on your Profile, and such material does not infringe upon or violate the rights of any third party.

2.2 You grant IWA a nonexclusive, irrevocable, worldwide, perpetual, unlimited, assignable, royalty-free right to us to copy, prepare derivative works of, improve, distribute, publish, remove, retain, add, modify, process, analyze, use, in any way solely for the purpose to enhance, to perform and to promote IWA, and our mission and memberships. You own the content that has been uploaded to IWA. We are allowed to showcase your work for promotional purposes.

### 3. GENERAL TERMS AND CONDITIONS

3.1 You agree not to reproduce, duplicate, copy, sell, resell, or exploit any portion of the IWA including the "Ten Steps To Inclusive Practices".

3.2 Questions about the Terms of Service should be sent to [ally@inclusiveweddingalliance.com](mailto:ally@inclusiveweddingalliance.com).

#### **4. The Inclusive Wedding Alliance (IWA) - RIGHTS**

4.1 IWA has the right to suspend or terminate your membership and refuse any and all current or future use of your membership, or any other IWA service, or event for any reason at any time. Termination of your membership will result in the deactivation or deletion of your Profile. Upon termination, you acknowledge that all content in your Account will be deleted and cannot be recovered once your Account is terminated.

4.2 Prices of all memberships are subject to change upon thirty (30) days' notice by IWA.

4.3 Your verbal, physical, written, or other abuse (including threats of abuse or retribution) of any IWA member, or staff will result in immediate termination of your membership.

4.4 We reserve the right to provide our memberships to your competitors and make no promise of exclusivity in any particular market segment.

#### **5. Inclusive Wedding Alliance - LIMITATION OF LIABILITY**

5.1 You expressly understand and agree that IWA shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data, or other intangible losses resulting from the use or the inability to use the Service.

5.2 You may not use the IWA membership for any illegal or unauthorized purpose nor may you, in the use of the membership, violate any laws in your jurisdiction (including but not limited to copyright laws) as well as the laws of The United States of America and the State of California.

#### **6. PAYMENT TERMS**

6.1 Membership payments are non-refundable.

6.2 If you cancel your membership before the end of your 12-month membership period, your cancellation will take effect on the final day of your original 12-month period.

6.3 You are solely responsible for properly canceling your account. An email or phone request to cancel your account is proper cancellation.

6.4 All of your content will be deleted from our server upon cancellation. This information cannot be recovered once your account is canceled.

#### **7. MISCELLANEOUS TERMS**

7.1 You shall defend and hold harmless IWA against any claim, demand, suit, or proceeding made or brought against IWA by a third party alleging that your content or your use of your membership infringes or misappropriates the intellectual property rights of a third party or violates applicable law.

7.2 You shall also indemnify IWA for any damages awarded against, and for reasonable attorney's fees incurred by, IWA in connection with any claim, demand, suit, or proceeding by a third party alleging that your content or your use of your membership infringes or misappropriates the intellectual property rights of a third party or violates applicable law.

7.3 These Terms of Service shall be governed by and construed in accordance with the laws of California, and the federal laws of the United States applicable therein.

7.4 If IWA makes any material changes to these Terms of Service, we will notify you by email or by posting a notice on our site when the changes have been updated. Any new features that expand or enhance the current Service shall be subject to the Terms of Service. Expansion or enhancements includes the release of new tools, features, and resources. Your continued use of your membership after any such changes shall constitute your consent to such changes.

## **8. WAIVER & COMPETE AGREEMENT**

8.1 The failure of IWA to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision. These Terms of Service constitutes the entire agreement between you and IWA and govern your use of the Service. These Terms of Service supersede any prior agreements between you and IWA, including, but not limited to, any prior versions of the Terms of Service.