

Terms of Use

Last updated September 15, 2025

These terms of use, together with WCC's privacy policy, set forth the terms and conditions ("**Terms**") that apply to your access and use of WCC's website, located at wccny.org. "**WCC**" includes Women Creating Change, formerly known as Women's City Club of New York, and its officers, directors, employees, consultants, affiliates, and agents. WCC's services may include, but are not limited to providing resources, workshops, conferences, and research to advance women's rights.

By using or accessing this website, you agree to these Terms, as may be updated from time to time. Because WCC provides a wide range of services, we may at times ask you to review and accept supplemental terms that apply to your interaction with a specific service.

Account Security

To use the website, you must (i) have not previously been suspended or removed from the website, and (ii) use the website in compliance with any and all applicable laws and regulations.

Account Registration

To access some features of the website, you may be required to register for an account. When you register for an account, we may ask you to give us certain identifying information about yourself, including but not limited to your email address and other contact information, and to create a username and password ("**Registration Information**"). When registering for and maintaining an account, you agree to provide true, accurate, current, and complete information about yourself. You also agree not to impersonate anyone, misrepresent any affiliation with anyone else, use false information, or otherwise conceal your identity from WCC for any purpose. You are solely responsible for maintaining the confidentiality and security of your password and other Registration Information. For your protection and the protection of other users, we ask you not to share your Registration Information with anyone else. If you do share this information with anyone, we will consider their activities to have been authorized by you. If you have reason to believe that your account is no longer secure, you must immediately notify us by using our Contact form.

Copyright, Copying and Trademark

The WCC website is protected by copyright and other intellectual property laws. Certain articles or materials within the website are also separately copyrighted or otherwise protected by WCC as indicated, all rights reserved. If you find these materials useful, you may download, print out, or send a copy to others so long as each copy includes the appropriate copyright notice and is used only for personal purposes. It is expressly prohibited, however, to reprint or electronically reproduce any text, document, graphic,

or audio or visual material for bulk or commercial use. For special copyright permissions, or to purchase WCC publications and pamphlets, please write to: Women Creating Change, 110 West 40th Street, Suite 1002, New York, NY 10018.

All trademarks and service marks on the website belong to WCC, except third-party trademarks or service marks, which are the property of their respective owners.

Nothing contained in this website is intended to be or constitutes legal or other professional advice and you should always seek the advice of an appropriate attorney or other professional regarding individual questions or concerns of a legal or professional nature.

Waiver of Responsibility for Defective or Contaminated Materials

Although WCC makes every effort to ensure the correctness of data, WCC disclaims responsibility for any errors or omissions, such as unintended technical inaccuracies or typographical errors, in the materials made available on or through this website. WCC cannot and does not guarantee or warrant that files available for downloading through the service will be free of “infection” or “viruses,” “worms,” “Trojan horses,” or other codes or properties that manifest contaminating or destructive properties. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for protection against such harmful programs, codes and properties, for maintaining the accuracy of data input and output, and for maintaining a means external to the WCC website for the reconstruction of any lost data. Use of the WCC website and the Internet generally is at your own risk.

Choice of Law

These Terms shall be governed and construed in accordance with the laws of the State of New York applicable to agreements made and to be performed in New York, without reference to conflict of law provisions.

User Rules and Responsibilities

In order to maintain an informative and valuable service that meets the needs of our users and avoids harm to others, WCC has established the following rules (“**User Rules**”), and by using this website, you agree to the following User Rules:

1. You may download, print, or transmit information from the WCC website for personal, private use. However, you must make sure that proper copyright notice is affixed to each copy transmitted or printed and in no case may the materials be reproduced in bulk or for commercial use without express, written permission from Women’s City Club of New York, 110 West 40th Street, Suite 1002, New York, NY 10018.

2. You may not post or transmit any message that is libelous or defamatory, or violates any other person's copyrights, privacy rights, trademarks, trade secrets, or other rights.¹
3. You may not post or transmit any message, data, image, or program with the intent to threaten the safety of others or that a reasonable person would perceive as a threat to safety.
4. WCC does not discourage users from taking controversial positions or expressing vigorously what may be unpopular views; however, WCC reserves the right to take such action as it deems appropriate in cases where a person uses, or attempts to use, the WCC website inappropriately to disseminate statements or materials that are reasonably construed as abusive, destructive, harmful, or threatening to the safety of others.
5. You may not interfere with other users' use of the WCC website, including, without limitation, disrupting the normal flow or use of the service.
6. You may not post or transmit any file which you have reason to believe contains "viruses," "worms," "Trojan horses" or any other contaminating or destructive features.
7. You shall be responsible for granting or restricting access to this website through your computer and email account and shall be responsible for any communication with this website through the use of your computer or email account. You shall assume all responsibility for safeguarding your email address and other identifying information, passwords, files, and network which may be used in connection with this website.
8. You may not use the WCC website or any other WCC service for any illegal purpose, or in violation of any local, state, national or international law.
9. You may not interfere in any way with security-related features of the website.

Community Tools²

Some portions of our website provide special services that allow users to upload information for public consumption. You represent and warrant that you own or

¹ **Note to WCC:** We have added a broader indemnification provision below, which should cover these third-party claims.

² **Note to WCC:** This provision was originally included in your privacy policy, but we recommend including it in the terms of use. We have also included a mechanism for users to submit take-down requests under the Digital Millenium Copyright Act (DMCA). While not strictly required, this will help limit your exposure to copyright infringement claims in case users post infringing material on your website.

otherwise have the right to use any content you post to the website. If you believe that your content has been used in a way that constitutes copyright infringement, you may contact our Designated Agent at Email: info@wccny.org

You must provide the following information: an electronic or physical signature of the copyright owner or the person authorized to act on behalf of the copyright owner; a description of the copyrighted work that you claim has been infringed; a description of where the material that you claim is infringing is located; your address, telephone number, and email address; a written statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. WCC has adopted and implements a policy that provides for termination in appropriate circumstances of accounts of users who repeatedly infringe copyright or other intellectual property rights of WCC or others.

Payment

You may make payments (including donations) by credit card or any other method of payment we may make available to you (each, a **"Method of Payment"**). In order to make a payment, you must provide valid credit card and/or other billing information and authorize us (or any third-party payment service provider engaged by us) to charge your Method of Payment for all orders / donations placed via our website. YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO USE ANY CREDIT CARD(S) OR OTHER PAYMENT METHOD(S) UTILIZED IN CONNECTION WITH ANY TRANSACTION. By submitting such information, you grant us the right to provide such information to third parties for purposes of facilitating the completion of transactions initiated by you or on your behalf. Verification of information may be required.

Processing Payments

If any problems arise with your payments, and we are unable to resolve the problem, we may notify you via the contact information provided at the time of your transaction. If problems arise that we cannot resolve, your transaction may be cancelled.

Cancellation

We reserve the right to cancel, modify, or suspend any ticket order placed if we determine in our sole discretion that a user has violated these Terms, including by engaging in any fraudulent or misleading activity (for example, by using false names, multiple identities, multiple email accounts or email addresses, impersonating another person, or otherwise providing false or misleading information), or if we believe, in our sole discretion, that a user's conduct violates applicable law or is harmful to our interests.

Indemnification

You agree that you will be personally responsible for your use of the website, and you agree to defend, indemnify, and hold harmless WCC from and against any and all claims, liabilities, damages, losses, and expenses (including attorneys' and accounting fees and costs), arising out of or in any way connected with (i) your access to, use of, or alleged use of the website; (ii) your violation of the Terms or any applicable law or regulation; (iii) your violation of any third-party right, including without limitation any intellectual property right, publicity, confidentiality, property, or privacy right; or (iv) any disputes or issues between you and any third party. WCC reserves the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim.

Termination

If you violate these Terms, your permission to use the website will automatically terminate. In addition, WCC, in its sole discretion, may suspend or terminate your user account and/or suspend or terminate some or all of your access to our services at any time, with or without notice to you. You may terminate your account at any time by contacting WCC using our Contact form. After your account is terminated, information and content previously provided by you will no longer be accessible through your account, but WCC may continue to store such information and content, and it may also be stored by third parties to whom it has been transferred through your use of the website.

Modification of the Terms

WCC reserves the right at any time to modify these Terms and to impose new or additional terms or conditions on your use of the website. Such modifications and additional terms and conditions will be effective immediately upon notice and incorporated into these Terms. We will make reasonable efforts to notify you of any material changes to the Terms, including by posting a notice to our website or by sending an email to any address you may have provided to us. Your continued use of the website following notice will be deemed acceptance of any modifications to the Terms.

Disclaimer of Warranties

This website is provided "as is" and on an "as available" basis, without warranty or condition of any kind, either express or implied. Although WCC seeks to maintain safe, secure, accurate, and well-functioning services, we cannot guarantee the continuous operation of or access to our website, and there may at times be inadvertent technical or factual errors or inaccuracies. WCC specifically (but without limitation) disclaims (i) any implied warranties of merchantability, fitness for a particular purpose, quiet enjoyment, or non-infringement; and (ii) any warranties arising out of course-of-dealing, usage, or trade. You assume all risk for any/all damages that may result from your use of or access to the website.

Limitation of Liability

In no event will WCC be liable to you for any incidental, special, consequential, direct, indirect, or punitive damages, whether based on warranty, contract, tort (including negligence), statute, or any other legal theory, whether or not WCC has been informed of the possibility of such damage. Some jurisdictions do not allow the disclaimer of warranties or limitation of liability in certain circumstances. Accordingly, some of the above limitations may not apply to you.

Geographic Restrictions

We provide the website for use only by persons located in the United States. We make no claims that the website is accessible or appropriate outside of the United States. Access to the website may not be legal by certain persons or in certain countries. If you access the website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Modifications of the Website

WCC reserves the right to modify or discontinue, temporarily or permanently, some or all of the website at any time without any notice or further obligation to you. You agree that WCC will not be liable to you or to any third party for any modification, suspension, or discontinuance of any of the website.

General

- Entire Agreement. These Terms, together with the privacy policy, constitute the entire and exclusive understanding and agreement between you and WCC regarding your use of and access to this website, and except as expressly permitted above, may only be amended by a written agreement signed by authorized representatives of the parties.
- No Waiver. The failure to require performance of any provision shall not affect our right to require performance at any time thereafter, nor shall a waiver of any breach or default of the Terms constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
- Paragraph Headers. Use of paragraph headers in these Terms is for convenience only and shall not have any impact on the interpretation of particular provisions.
- Severability. In the event that any part of these Terms is held to be invalid or unenforceable, the unenforceable part shall be given effect to the greatest extent possible and the remaining parts will remain in full force and effect.

Notice to California Residents

Under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210 in order to resolve a complaint regarding the service or to receive further information regarding use of the service.