

Terms of Use

Agreement between user and InterWork Alliance, Inc.

InterWork Alliance, Inc. (“**IWA**”) website is composed of various web pages operated by IWA. “**IWA Website**” shall be defined herein to include www.interwork.org and all other web pages operated or hosted exclusively by IWA (“**Services**”) under the www.interwork.org domain.

The IWA Website is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your use of the IWA Website constitutes your agreement to all such terms, conditions, and notices.

Modification of these Terms of Use

IWA reserves the right to change the terms, conditions, and notices under which the IWA Website is offered in our sole discretion, including but not limited to the changes associated with the use of the IWA Website. Your continued use of the IWA Website following the posting of revised Terms of Use means that you accept and agree to the changes.

You may not use the IWA Website and may not accept the Terms of Use (“**Terms**”) if you are a person barred from using services that IWA provides under the laws of any country in which you are resident or from which you use the Services.

IWA reserves the right to disclose aggregated data, or information or statements we publish without attribution to any identifiable individual, or specific data or statements that you separately and specifically agree we can share with the larger public or media, without infringing upon the user's confidentiality.

Registration

Certain sections of, or offerings from, the site may require you to register. If registration is requested, you agree to provide us with accurate, complete registration information. Each registration is for your personal use only and not on behalf of any other person or entity. You are responsible for preventing such unauthorized use.

Links to third-party sites

As part of its activities, IWA provides links to the sites of its members and other sites that it believes may offer useful information that is related to its mission. These sites are not affiliated with IWA. IWA is not responsible for the content of such other sites and shall not be liable for any damages or injury arising from users' access to such sites. In addition, those sites are not subject to these Terms or any additional policy that IWA may implement from time to time. You are responsible for determining the applicable use terms and policies, if any, that may apply to your use of those sites.

No unlawful or prohibited use

As a condition of your use of the IWA Website, you warrant to IWA that you will not use the IWA Website for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the IWA Website in any manner, which could damage, disable, overburden, or impair the IWA Website or interfere with any other party's use and enjoyment of the IWA Website. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the IWA Website, including, but not limited to, data mining, robots, or similar data gathering and extraction tools.

Antitrust statement

IWA, IWA members and other participants in its activities need to be mindful of constraints of anti-trust or competition laws when engaging with each other at IWA-hosted activities. At any gatherings, discussion, meetings, members and other participants are reminded that it is their responsibility to avoid (and where they see others acting in such a manner, to discourage) any agreement or inappropriate conversations that could have anti-competitive effects or could constitute a restraint on trade. For more information please read [IWA Antitrust Policy and Guidelines](#).

Third-Party Information and Materials

IWA Website site may contain information and materials that third parties have provided to IWA ("**Third-Party Content**"). IWA does not independently verify Third-Party Content, makes no representation as to its accuracy, and assumes no responsibility for your use of the Third-Party Content and any consequences of that use, including, without limitation, any damages, injuries or results that may result from its use. You understand that the information and opinions in the Third-Party Content represent solely the thoughts of the author and is neither endorsed by nor does it necessarily reflect IWA's belief.

Submissions to IWA Website

All submissions to this site, including, without limitation, "**Blog Posts**" (as hereafter defined) and visitor feedback such as questions, comments and suggestions regarding the content of the material on this site are Third-Party Content and shall be deemed to be non-confidential and in the public domain. As used in these Terms, "Blog Posts" refer to IWA Website submissions that are posted to blogs or to other forums that IWA may make available for public use and/or the use of the its members and other participants for informational purposes and/or for discussion and comment. IWA shall have no obligation of any kind with respect to any submission and shall be free to reproduce, use, disclose, and make derivative works using the submission, and to publicly display and distribute the submission and derivative works of the submission.

IWA reserves the right to remove any submission for any reason or for no reason. Without limitation, IWA may, at any time, remove any submission that it deems, in its sole discretion, to be in violation of these Terms.

Third-Party Services

IWA may allow access to or advertise certain third-party product or service providers ("**Merchants**") from which you may purchase certain goods or services. You understand that IWA does not operate or control the products or services offered by Merchants. Merchants are responsible for all aspects of order processing, fulfillment, billing and customer service. IWA is not a party to the transactions entered into between Merchants and you. You agree that use of or purchase from such Merchants is AT YOUR SOLE RISK AND IS WITHOUT WARRANTIES OF ANY KIND BY US, EXPRESSED, IMPLIED OR OTHERWISE INCLUDING WARRANTIES OF TITLE, FITNESS FOR PURPOSE, MERCHANTABILITY OR NON-INFRINGEMENT. UNDER NO CIRCUMSTANCES IS IWA LIABLE FOR ANY DAMAGES ARISING FROM THE TRANSACTIONS BETWEEN MERCHANTS AND YOU OR FOR ANY INFORMATION APPEARING ON MERCHANT SITES OR ANY OTHER SITE LINKED TO THE IWA SITE.

Third-Party Merchant Policies

All rules, policies (including privacy policies) and operating procedures of Merchants will apply to you while on any Merchant sites. IWA is not responsible for any information exchange between Merchants and you. IWA and the Merchants are independent contractors and neither party has authority to make any representations or commitments on behalf of the other.

Termination/access restriction

IWA reserves the right, in its sole discretion, to edit, refuse to post, or remove any information or materials, in whole or in part, or to terminate your access to the IWA Website and the related services or any portion thereof at any time, without notice.

Liability disclaimer

THIS WEBSITE AND ITS CONTENT ARE PROVIDED "AS IS" AND IWA EXCLUDES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE. THE FUNCTIONS EMBODIED ON, OR IN THE MATERIALS OF, THIS WEBSITE ARE NOT WARRANTED TO BE UNINTERRUPTED OR WITHOUT ERROR. YOU, NOT IWA, ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION DUE TO YOUR USE OF THIS WEBSITE.

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE IWA WEBSITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. IWA AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES TO THE IWA WEBSITE AT ANY TIME. ADVICE RECEIVED VIA THE IWA WEBSITE SHOULD NOT BE RELIED UPON FOR PERSONAL, MEDICAL, LEGAL, OR FINANCIAL DECISIONS AND YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO YOUR SITUATION.

IWA AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES, AND RELATED GRAPHICS CONTAINED ON THE IWA WEBSITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES, AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. IWA AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES, AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL IWA AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA, OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE IWA WEBSITE, WITH THE DELAY OR INABILITY TO USE THE IWA WEBSITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES, AND RELATED GRAPHICS OBTAINED THROUGH THE IWA WEBSITE, OR OTHERWISE ARISING OUT OF THE USE OF THE IWA WEBSITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF IWA (OR ANY OF ITS SUPPLIERS) HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE IWA WEBSITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE IWA WEBSITE.

Except as specifically stated in these Terms, or elsewhere on this website, or as otherwise required by applicable law, neither IWA nor its members, directors, employees, content providers, suppliers, affiliates, or other representatives will be liable for damages of any kind (including, without limitation, lost profits, direct, indirect, compensatory, consequential, exemplary, special, incidental or punitive damages) arising out of your use of, inability to use, or the performance of this website or its content, whether or not we have been advised of the possibility of such damages. IWA uses reasonable efforts to ensure the accuracy, correctness, and reliability of the content, but we make no representations or warranties as to the content's accuracy, correctness or reliability.

Some US states and foreign countries do not permit the exclusion or limitation of implied warranties or liability for certain categories of damages. Therefore, some or all of the limitations above may not apply to you to the extent they are prohibited or superseded by state or national provisions.

Indemnification

Except as prohibited by law, you will hold IWA and its officers, directors, employees, suppliers, representatives and agents harmless for any direct, indirect, punitive, special, incidental, or consequential damage, however it arises (including attorneys' fees and all related costs and expenses of litigation and arbitration, or at trial or on appeal, if any, whether or not litigation or arbitration is instituted), whether in an action of contract, negligence or other tortious action, or arising out of or in connection with these Terms, including without limitation any claim for personal injury or property damage, arising from (i) your use of and access to the Services; (ii) your violation of any of these Terms; (iii) your violation of any third-party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that your content caused damage to a third party. This defense and indemnification obligation will survive these Terms and your use of the Services.

Digital Millennium Copyright Act (DMCA) notices

IWA respects the intellectual property of others, and, particularly as to user-generated content in comments, discussion boards or in other user contributed content, as applicable, we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide IWA's designated representative at membership@interwork.org. the following information:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest
- Description of the copyrighted work or other intellectual property that you claim has been infringed
- A description of where the material that you claim is infringing is located on the site
- Your address, telephone number and email address
- A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent or the law, and
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

International users

IWA makes no claims regarding access or use of the IWA Website or IWA content outside of the United States. If you use or access the Website or IWA content outside of the United States, you are responsible for compliance with the laws and regulations of your jurisdiction as well as these Terms of Use.

Privacy and personal information

For information about IWA data protection practices, please read IWA's [Privacy Policy](#). This policy explains how IWA treats your personal information, and protects your privacy, when you use the Services. You agree to the use of your data in accordance with IWA's Privacy Policy. If

you become aware of any unauthorized use of your password or of your account, you agree to notify IWA immediately at membership@interwork.org.

Advertisers

The IWA Website may contain advertising and sponsorships. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on the site is accurate and complies with applicable laws. IWA is not responsible for the illegality or any error, inaccuracy or problem in any advertiser's or sponsor's materials.

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Trademarks

All IWA trademarks are strictly owned by IWA, and nothing in these terms can be construed to transfer ownership rights or grant any permission, license or other rights to any IWA trademark without written authorization from IWA.

The names of actual companies and products mentioned within the IWA Website may be the trademarks of their respective owners.

Any rights not expressly granted herein are reserved.

General legal terms

The Terms constitute the whole legal agreement between you and IWA and govern your use of the Services (but excluding any services which IWA may provide to you under a separate written agreement), and completely replace any prior agreements between you and IWA in relation to the Services.

You acknowledge and agree that the form and nature of the Services, which IWA provides, may change from time to time with or without prior notice to you.

As part of IWA's continuing innovation, you acknowledge and agree that IWA may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally at IWA's sole discretion, without prior notice to you. You may stop using the Services at any time. You do not need to specifically inform IWA when you stop using the Services.

You acknowledge and agree that if IWA disables access to your account, you may be prevented from accessing the Services, your account details or any files or other content, which is contained in your account.

Unless you have been specifically permitted to do so in a separate agreement with IWA, you agree that you will not reproduce, duplicate, copy, sell, trade, or resell the Services for any purpose, most especially including not sharing the data supplied by other IWA members, participants and their representatives to other third parties who are not IWA members or other authorized participants. Please also note that any product, process or technology described in this IWA Website may be the subject of other intellectual property rights reserved by IWA or its members and are not licensed to you hereunder. You agree that you are solely responsible for (and that IWA has no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences (including any loss or damage which IWA may suffer) of any such breach.

You acknowledge and agree that while IWA may not currently have set a fixed limit on the number of transmissions you may send, receive, or store/manage through the Services, such fixed limits may be set by IWA at any time, at IWA's discretion.

You agree that if IWA does not exercise or enforce any legal right or remedy which is contained in the Terms (or which IWA has the benefit of under any applicable law), this will not be taken to be a formal waiver of IWA's rights and that those rights or remedies will still be available to IWA.

Unless IWA has given you specific written permission to do so, you may not assign (or grant a sub-license of) your rights to use the Services, grant a security interest in or over your rights to use the Services, or otherwise transfer any part of your rights to use the Services. This means also that you shall not share your password or member access with non-members or ineligible members or other participants.

These Terms shall be governed by and construed in accordance with the laws of the State of Delaware, U.S.A., without reference to any conflict of law principles. You hereby consent to venue in and jurisdiction of the state and federal courts sitting in the State of Delaware. Notwithstanding anything to the contrary, IWA shall have the right to elect in its sole discretion the forum for any lawsuit arising hereunder brought by IWA. Because you may have access to valuable proprietary materials of IWA, you agree that IWA shall have the right to enforce these Terms and any of its provisions by injunction (without being required to show any actual damage or to post an injunction bond), specific performance or any other equitable relief without prejudice to any other rights and remedies that IWA may have for the breach of these Terms.

If any provision of these Terms is for any reason found by a court of competent jurisdiction to be unenforceable, the remainder of these Terms shall continue in full force and effect.

IWA may revise these Terms at any time by updating this posting. You should visit this page from time to time to review the then-current Terms because they are binding on you. Certain provisions of these Terms may be superseded by a separate agreement with IWA, expressly designated legal notices or terms located on particular pages at the IWA Website.

These Terms are effective as of June 2, 2020.