

# Terms of Use

**Effective Date: May 25, 2018**

## **Agreement is a Legally Binding Contract between You and Wild Apricot**

Wild Apricot (“we” or “us”) is pleased to provide you with access and use of our websites, mobile apps, and services (hereinafter referred to as “Site” or “Sites”). This Terms of Use Agreement (“Agreement”) governs your use of all Sites that link to this Site, including this Site.

Before accessing, registering, and otherwise using Wild Apricot’s Site, please read this Agreement carefully. This Agreement forms a legally binding contract between Wild Apricot’s customers and Wild Apricot, and between other users of Wild Apricot sites, including any customer’s members using Wild Apricot Sites. This Agreement does not govern any uses of Wild Apricot customers’ sites. Members (as defined below) and Visitors (as defined below) to Wild Apricot’s customer sites should review such sites for additional information governing their use of such sites. Customers’ Members and Visitors should review the terms of use posted on such customers’ websites. This Agreement incorporates all appendices to the Agreement, including the [Data Processing Addendum](#), as well as the [Billing and Refund Policy](#) and any [Usage Guidelines](#) we may post on the Site. This Agreement cannot be orally modified.

BY USING ANY WILD APRICOT SITES, YOU AGREE TO THIS AGREEMENT AND AFFIRM THAT YOU ARE ABLE AND LEGALLY COMPETENT TO DO SO. IF YOU ARE USING THIS SITE ON BEHALF OF YOUR EMPLOYER, YOUR ACCEPTANCE OF THIS AGREEMENT IS DEEMED AN AGREEMENT BETWEEN YOUR EMPLOYER AND WILD APRICOT, AND YOU REPRESENT AND WARRANT THAT YOU HAVE AUTHORITY TO BIND YOUR EMPLOYER TO THIS AGREEMENT.

If you (or your employer) do not agree to all terms set forth in this Agreement, you must immediately leave and not return to this Site. Otherwise, by accessing and using this Site, you are agreeing to be bound by this Agreement.

## **Key Terms/Definitions**

If you access our Site on behalf of your employer, your employer is included within the term “you”/“your” as used throughout this Agreement.

In this Agreement, we refer to our customers’ members and contacts and such as “Members,” and to people who use your areas of the Site without registering as “Visitors.” Members and Visitors shall be referred to together as the “Audience.”

## **Changes to Agreement and Site**

The effective date of this Agreement is set forth at the top of this webpage. As we add new features or laws change, we may modify this Agreement at any time by updating the Agreement

and posting it on our Site. Any amended Agreement will supersede all previous versions of such Agreement, but changes will not apply retroactively.

If you are a Wild Apricot customer, in addition to posting the updated Agreement on our Site, we may notify you of changes to this Agreement at the email address you maintain in your account. Therefore, you should keep your email address up-to-date.

You are bound by our changes to the Agreement. Therefore, you should visit this page periodically to review this Agreement. Your continued use of our Site after any modified Agreement is posted constitutes your acceptance of the amended Agreement.

We may make changes to our Site or discontinue our Site at any time.

### **Your Affirmations concerning Use of This Site**

It is your responsibility to determine whether your use of the Site is lawful, and you must comply with all applicable laws in using the Site. You are not permitted to use the Site for any illegal purpose.

If you choose to remain on this Site or later return to this Site, you affirm that: (1) Your use of this Site does not violate any applicable laws or regulations; (2) All account registration information you submit is truthful and accurate; (3) You will update your account registration information, as necessary, in order to maintain complete, accurate, and current information; (3) You are at or over the age at which you are legally permitted by your country of residence to provide consent to personal data processing activities; (4) You will not use this Site for any unauthorized purposes or in any manner that could damage, disable, overburden, or impair Wild Apricot's servers or networks or interfere with any other party's use and enjoyment of our Site; (6) You will be bound by all terms set forth in this Agreement, including all appendices to this Agreement and all usage guidelines; (7) You will not collect or store any personal data about any Member, Visitor, or any other user unless you are legally entitled to do so; (8) If you are a Wild Apricot customer, you are solely responsible for all account activity, including all content posted in your account, as well as for the security of your account; (9) Wild Apricot may contact you using the email address set forth in your account; (10) You will be held responsible for all use of your account, including any use by others in the event you ever permit others access to your account; and (11) You will notify us promptly at [privacy@wildapricot.com](mailto:privacy@wildapricot.com) of any unauthorized use of your username, password, other account information, or any other breach of security of which you become aware involving our Sites.

### **Consequences for Unauthorized Use or Misuse of Wild Apricot Sites**

You agree that your right to use Wild Apricot Sites will cease immediately upon your violation of any of your agreements set forth in this Agreement or upon any unauthorized use or misuse of a Wild Apricot Site, and that Wild Apricot has total discretion to terminate your account and/or your access to its Sites without further notice if you violate any of your agreements or any of the prohibition set forth in this Agreement or any such agreement or prohibition in other applicable agreements.

Unauthorized use and misuse of Wild Apricot Sites are strictly prohibited, and, depending on the circumstances, may subject you to a civil claim for damages and criminal prosecution. Wild Apricot reserves the right to report any breach of this Agreement or unauthorized use or misuse of the Wild Apricot Site to law enforcement authorities.

## **Wild Apricot Content**

Wild Apricot Sites, including any information, graphics, images, artwork, text, video clip, data compilations, software, audio clip, trademark, service marks, log, trade names and other content provided on, in or through the Wild Apricot Sites (collectively, “**Wild Apricot Content**”) are owned by Wild Apricot and protected under applicable laws. Content provided by Wild Apricot customers on their sites is owned by such customers and similarly protected by applicable laws. Except as set forth in the limited license section below, or as required under applicable law, neither the copyrights, trademarks, other intellectual property nor any portion of Wild Apricot Sites may be used, reproduced, duplicated, copied, sold, resold, accessed, modified, or otherwise exploited, in whole or in part, for any purpose without our prior written consent. Unauthorized use of Wild Apricot Content may violate copyright, trademark, and other laws.

If you agree to this Terms of Use Agreement (as well as any additional terms and conditions related to specific Wild Apricot Content), Wild Apricot grants to you a personal, revocable, nonexclusive and limited license (without the right to sublicense) to access and use the Wild Apricot Sites and download, print and/or copy Wild Apricot Content solely for your own personal use and subject to this Agreement. You acknowledge that the trade secrets and intellectual property embodied in the Wild Apricot Sites have not been and will not be licensed or otherwise disclosed to you. You acknowledge that the HTML code Wild Apricot creates to generate the pages of the Sites are protected by Wild Apricot copyrights. All rights not expressly granted herein are reserved by Wild Apricot.

You agree that unless Wild Apricot provides you with prior written authorization to do so, you will not:

incorporate any Wild Apricot Content into any other work or use Wild Apricot Content in any public or commercial manner; or

change any notice about copyright, trademarks or other intellectual property rights that may be part of the Wild Apricot Content.

Trademarks, logos and service marks (the “Marks”) displayed in or through Wild Apricot Sites are owned by Wild Apricot or third parties. You are prohibited from using the Marks without the prior written permission of Wild Apricot or such third party. If you would like information on how to obtain Wild Apricot’s permission to use Wild Apricot Content, email [privacy@wildapricot.com](mailto:privacy@wildapricot.com).

## **Submissions**

Wild Apricot may from time to time offer opportunities for you to voluntarily post or otherwise submit suggestions, ideas, notes, concepts or other information or materials to or through Wild Apricot Sites (collectively, "Submissions").

By posting Submissions, you confirm that you have the right to do so and you give us the right to use the content for the purposes of operating and marketing the Site. You are and will remain solely responsible for your Submissions and for the consequences of submitting and posting such Submissions. You will be solely liable for any damage resulting from any infringement of copyrights, proprietary rights, or any other harm resulting from your Submissions. When submitting or posting Submissions, you should limit, to the fullest extent possible, the amount of personal data you provide because Submissions may be linkable to you depending on the details you provide.

By sending, posting or transmitting Submissions to Wild Apricot (and/or our designee[s]) or any area of the Wild Apricot Sites, you automatically grant, or warrant that you or any other owner of the material you submit has expressly granted, Wild Apricot and our designees a worldwide, non-exclusive, sub-licensable (through multiple tiers), transferable, royalty-free, perpetual, irrevocable right to use, reproduce, sublicense (through multiple tiers), distribute, create derivative works of, perform and import your Submissions (in whole or in part) in any media now known or hereafter developed, for any purpose whatsoever, commercial or otherwise, without compensation to you. In other words, Wild Apricot has the automatic right to use your Submissions -- including reproducing, disclosing, publishing or broadcasting your Submissions - anywhere, anytime, in any medium and for any purpose without paying any fee or owing any obligation to you. You also permit any other user to access, view, store, or reproduce your Submission for that user's personal use. You hereby grant Wild Apricot (and/or our designees) the right to use any of your Submissions for any purpose anywhere. Under no circumstances are you entitled to any type of payment if Wild Apricot (and/or its designee[s]) uses one of your Submissions. All Submissions are deemed non-confidential and non-proprietary.

Submissions you post may be made publicly available. You acknowledge that you have no expectation of privacy with respect to any of your Submissions. You further acknowledge that you make Submissions voluntarily and at your own risk. You should use good judgment when posting information, remarks, or other content regarding Wild Apricot, Wild Apricot's Customers, Customers' Members, or any other entity or person. You may be held legally responsible for any damages suffered by other users, Wild Apricot, or third parties as a result of defamatory or otherwise legally actionable Submissions by you.

Wild Apricot is not legally responsible for any Submissions made by Customers even if such Submissions are defamatory or otherwise actionable. Wild Apricot is not responsible for, and does not endorse, opinions, advice, or recommendations posted or otherwise submitted to or through Wild Apricot Sites. Wild Apricot specifically disclaims any and all liability in connection with such Submissions. Wild Apricot does not confirm nor verify qualifications, background, or abilities of users or the information they post to or through any Wild Apricot Sites. Therefore, Wild Apricot urges you to use common sense and good judgment in preparing your Submissions.

By posting a Submission, you agree, represent and warrant that your Submission:

- a. is true and accurate;
- b. pertains to a designated topic or theme of the Wild Apricot Sites;
- c. does not infringe, misappropriate or violate any third party's copyright, trademark, patent, literary, trade secret, privacy, publicity, proprietary, contractual or other right;
- d. does not contain information that identifies any person or information that otherwise includes personal data of any person unless you have such person's prior written consent;
- e. does not make unsubstantiated claims about any third party or its products or services;
- f. does not contain any slanderous, defamatory, false, misleading, vulgar, obscene, pornographic, violent, bigoted, sexually explicit, hateful, abusive, threatening, harassing, antisocial, sexually or racially offensive comments or other content that either harms or can be reasonably expected to harm any person or entity;
- g. is not illegal and does not encourage or advocate illegal activity or the discussion of illegal activities with the intent to commit them;
- h. is not commercial or business-related, and does not advertise or offer to sell any products or services (whether or not for profit), or solicit others (including solicitations for donations and contributions);
- i. does not contain a virus or other harmful component, or otherwise tamper with, impair or damage Wild Apricot Sites or any connected network, or otherwise interfere with any person or entity's use and enjoyment of the Wild Apricot Sites; and
- j. complies with all applicable laws, regulations, rules, policies and contractual terms pertaining to your Submission, as well as to Wild Apricot Sites to or through which you are posting or otherwise providing your Submission, including age restrictions.

You acknowledge and agree that Wild Apricot has the right, but not the obligation, to alter, remove or refuse to post or allow to be posted any Submission. Wild Apricot takes no responsibility and assumes no liability for any Submission posted by you or any third party. Wild Apricot cannot and does not ensure that all users are complying with these provisions, and, as between you and Wild Apricot, you hereby assume all risk of harm or injury resulting from any such lack of compliance.

Wild Apricot strongly encourages you to minimize the disclosure of any personal data in your Submissions because other people can see and use the personal data in your Submissions. Wild Apricot is not responsible for information you choose to communicate via Submissions. If your account is terminated, we may keep a copy of your Submissions for archival purposes, and to use in any litigation to which it might be relevant.

### **Third Party Sites and Services**

Wild Apricot may include or otherwise utilize third-party plug-ins, links and applications ("apps") on its Sites. Your Wild Apricot site can be accessed from a browser on a desktop or mobile device, or from apps created by Wild Apricot or third-party application developers. Such third-party plugins, links, and apps are not under the control of Wild Apricot, and Wild Apricot is not responsible for such third-party plugins, links or apps, or for any information or materials

on or any transmission received from any linked services. The inclusion of a third-party plug-in or link does not imply endorsement by Wild Apricot of the third party or any association of Wild Apricot with the third-party operators. We do not endorse any third-party product or service, and we are not responsible for the content or reliability of any third-party product or service. Wild Apricot provides such plug-ins and links for your convenience only. You access such plug-ins and links at your own risk.

Some of our Site content may be provided by third parties. Wild Apricot is not responsible for any such third-party content.

## **Privacy and Security**

Before using our Site, you should carefully review [Privacy Policy](#) to learn about personal data collected on our Sites, how we process it, how we secure it, with whom we may share it, and how you may exercise any applicable data subject rights.

## **Validity of Contract, Disclaimer of Warranties, and Limitations of Liability**

Wild Apricot warrants that Wild Apricot has validly entered into this Agreement and has the legal power to do so. You warrant that you have validly entered into this Agreement and have the legal power to do so.

WILD APRICOT SITES AND SITE CONTENT ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. We make no representations or warranties about the accuracy, reliability, completeness, or timeliness of content on our Sites or results to be achieved from using our Sites. Your use of the Site, including all content on our Site, is at your own risk.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, WILD APRICOT SPECIFICALLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PURPOSE, TITLE, NON-INFRINGEMENT OF PROPRIETARY OR THIRD-PARTY RIGHTS, FREEDOMS FROM DEFECTS, UNINTERRUPTED USE AND ALL WARRANTIES IMPLIED FROM ANY COURSE OF DEALING OR USAGE OF TRADE.

WILD APRICOT DOES **NOT** WARRANT THAT: (1) ALL OF OUR SITES WILL MEET YOUR REQUIREMENTS; (2) OPERATION OF OUR SITES WILL BE UNINTERRUPTED OR VIRUS- OR ERROR-FREE; OR (3) ANY ERRORS WILL BE CORRECTED. IF YOUR USE OF WILD APRICOT’S SITES/SITE CONTENT RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT, OR LOSS OF PROFITS OR DATA, WILD APRICOT WILL NOT BE RESPONSIBLE FOR THOSE COSTS. ANY ORAL OR WRITTEN ADVICE PROVIDED BY WILD APRICOT OR ITS AUTHORIZED AGENTS DOES NOT AND WILL NOT CREATE A WARRANTY. SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OF IMPLIED WARRANTIES, WHICH MEANS THAT SOME OR ALL OF THESE EXCLUSIONS MAY NOT APPLY TO YOU.

If you are dissatisfied with our Sites, including the content of our Sites, your sole remedy is to discontinue use of our Sites.

YOU AGREE THAT IN NO EVENT WILL WILD APRICOT OR ANY OF ITS SERVICE PROVIDERS OR ANY THIRD PARTIES REFERENCED ON ANY OF THE WILD APRICOT SITES BE LIABLE FOR DAMAGES OF ANY KIND, INCLUDING DIRECT, INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR ANY OTHER TYPE OF DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE, DATA OR PROFITS, OR BUSINESS INTERRUPTION), HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY ARISING IN ANY WAY IN CONNECTION WITH THIS AGREEMENT OR THE USE OR INABILITY TO USE WILD APRICOT SITES AND THEIR CONTENT, WHETHER BASED IN WARRANTY, CONTRACT, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE OR OTHERWISE), OR ANY OTHER LEGAL THEORY EVEN IF WILD APRICOT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, OR FOR ANY OTHER CLAIM, DEMAND OR DAMAGES WHATSOEVER RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF WILD APRICOT SITES. THIS DISCLAIMER OF LIABILITY WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

IF FOR ANY REASON THE DISCLAIMERS OF WARRANTIES OR LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION IS/ARE INAPPLICABLE OR UNENFORCEABLE FOR ANY REASON, WILD APRICOT'S MAXIMUM LIABILITY FOR ANY TYPE OF DAMAGES HEREUNDER SHALL BE LIMITED TO \$1,000.

**You acknowledge and agree that the above-asserted limitations of liability, together with the other provisions in this Agreement that limit liability, are essential terms and that Wild Apricot would not be willing to grant you the rights set forth in this Agreement but for your agreement to the above-asserted limitations of liability.**

IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE YOUR RIGHTS WITH RESPECT TO CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

### **Indemnification**

You agree, at your own expense, to defend, indemnify, and hold harmless Wild Apricot and its clients, co-branders, partners, and third-party service providers, as well as all of our and their subsidiaries, affiliates, related entities, directors, officers, shareholders, employees and agents from and against all losses, liabilities, claims, actions or demands, including without limitation, any money damages, expenses, costs of defense, including reasonable attorneys' and accounting fees, brought against Wild Apricot by any third party arising from your use of a Wild Apricot Site or your violation of any of the terms set forth in this Agreement, the rights of a third party,

or applicable law. This indemnification provision does not apply to the extent prohibited by applicable law. Wild Apricot reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification hereunder. No settlement that affects the rights or obligations of Wild Apricot may be made without Wild Apricot's prior written approval.

## **Dispute Resolution**

Except for any disputes relating to intellectual property rights or obligations, or any infringement claims, all of which shall be governed by Canadian federal law, any dispute between you and Wild Apricot and its agents, employees, officers, directors, principals, successors, assigns, subsidiaries or affiliates arising from or relating to this Agreement and the interpretation or the breach, termination or validity thereof, shall be governed by and construed and enforced in accordance with the laws of Ontario, Canada and resolved in a court of competent subject matter jurisdiction in Toronto, Ontario, Canada, regardless of your country of origin or where you access the Sites, and notwithstanding any conflicts of law principles. Wild Apricot will provide notice of any such lawsuit by email to the email address you provided when you created your account or by email to an email address you have otherwise provided to Wild Apricot; and you must provide notice of any such suit to Wild Apricot by email at [privacy@wildapricot.com](mailto:privacy@wildapricot.com).

You and Wild Apricot agree that each may bring claims against the other only on an individual basis and not as a plaintiff or class member in any purported class or representative action or proceeding.

Regardless of any statute or law to the contrary, notice on any claim arising from or related to this Agreement must be made within one (1) year after such claim arose or be forever barred.

## **Your Rights and Obligations are Not Transferable**

This Agreement and your rights and obligations under it are not transferable by you to any other person. We may transfer our rights and obligations to the acquirer upon any sale of all or a part of our business.

## **Updates to Mobile Applications**

We may from time to time (in our sole discretion) develop and provide updates for our mobile applications, which may include upgrades, bug fixes, patches and other error corrections and/or new features (collectively, “**Updates**”). Updates may also modify or delete in their entirety certain features and functionality. You agree that Wild Apricot has no obligation to provide any updates or to continue to provide or enable any particular features or functionality.

Based on your mobile device settings, when your mobile device is connected to the Internet either: (a) the updates will automatically download and install; or (b) you may receive notice of or be prompted to download and install available updates.



Promptly download and install all updates. If you do not, portions of Wild Apricot Sites may not properly operate. You further agree that all updates will be deemed part of Wild Apricot Sites, and be subject to all terms and conditions in this Agreement.

## **Electronic Contracting**

Your affirmative act of using and/or registering for Wild Apricot Sites constitutes your consent to enter into agreements with us electronically.

## **Geographic Restrictions/Export Controls**

You acknowledge that for legal or operational reasons you may not be able to access Wild Apricot Sites or Site content in your jurisdiction. You are responsible for compliance with all local laws, including local laws regarding the import, export, or re-export of Site content.

Wild Apricot Sites may be subject to export control laws in certain countries. You agree you will comply with such laws and regulations, and you will not, directly or indirectly, export, re-export or release Wild Apricot Sites to, or make Wild Apricot Sites accessible from, any jurisdiction or country to which export, re-export or release is prohibited by law, rule or regulation. You further agree you will comply with all applicable federal laws, regulations and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing or otherwise making Wild Apricot Sites available. Additionally, by downloading any content from Wild Apricot Sites, you are agreeing that you are not in a country to which such export is prohibited.

## **Fees and Refunds**

Fees charged for using the Site are payable in the amounts and in the manner described on the Site. Our [refund policy](#) is also described on the Site. Fees are subject to change upon 30 days notice. Such notice may be provided at any time by posting the changes to the Site. If you are a paying customer and we change the fees, we will also notify you at the email address you provide in your registration information. All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties. You shall be responsible for payment of all taxes, levies, or duties imposed by taxing authorities for any payment or fees you may collect through the Site. All currency references on the Site are to U.S. dollars.

## **Termination**

At its sole discretion, Wild Apricot may modify or discontinue Wild Apricot Sites, or may modify, suspend, or terminate your account and your and your Members' and the public's access to your Wild Apricot Sites, with or without notice to you, at any time for any reason, without liability to Wild Apricot or to any third party. For example, your Account may be cancelled and your access to Wild Apricot Sites denied, with or without notice, if you breach or facilitate or permit any breach or violation of this Agreement or if your account is in arrears. As another example, Wild Apricot may terminate your Account and your ability to use Wild Apricot Sites,

with or without notice, if Wild Apricot has reason to believe that you have provided untrue, incomplete or inaccurate information, or have otherwise failed to comply with this Agreement or any applicable Additional Terms. You agree to return or destroy any copies of any Site content you have made if we ask you to do so.

If we terminate your account for cause under this Agreement, you shall not be entitled to any refund for any remaining period under your account. Termination will not limit any of Wild Apricot's other rights or remedies. This Agreement will expressly survive, and will still be in effect, despite any such modification, discontinuation, suspension, and/or termination.

We also may remove any content you post on the Site, or that your Audience posts on the Site in relation to your account, for cause under this Agreement, or for any other reason and at any time.

### **Claims of Copyright Infringement**

Wild Apricot respects intellectual property rights of others and complies with the provisions of the Copyright Modernization Act of Canada.

If you have a good faith belief that your work has been copied in a way that constitutes copyright infringement or that your intellectual property rights otherwise have been violated in or through Wild Apricot Sites, send your claim or notice of infringement to Wild Apricot at [privacy@wildapricot.com](mailto:privacy@wildapricot.com).

Your notification must include the following information:

- a. state the claimant's name and address;
- b. identify the copyright material that is alleged to have been infringed and the claimant's interest or right with respect to that material;
- c. specify the location data (e.g. the web address or Internet address associated with the alleged infringement);
- d. specify the infringement that is alleged; and
- e. specify the date and time of the alleged infringement.

### **INFORMATION FOR CALIFORNIA RESIDENTS**

- a. Under California Civil Code Section 1789.3, we are required to provide California residents with the following specific consumer rights information:
- b. Wild Apricot Sites are owned by Wild Apricot, Inc., 144 Front Street West, Suite 725, Toronto, Ontario, M5J 2L7, Canada. Wild Apricot's contact phone number is **(877) 493-6090**.
- c. Fees charged for the use of Wild Apricot Sites are payable in the amounts and in the manner described on the Sites, as set forth in the Fees and Refunds section of the Agreement;
- d. To file a complaint regarding Wild Apricot Sites or to receive further information regarding use of Wild Apricot Sites, please send a letter to Wild Apricot, Inc.,

Attn: Privacy Support, 144 Front Street West, Suite 725, Toronto, Ontario, MSJ 2L7, Canada, or contact us via email at [privacy@wildapricot.com](mailto:privacy@wildapricot.com) (with “California Resident Request” as the Subject Line). You also may contact the Complaint Assistance Unit of the Division of Consumer Services of California’s Department of Consumer Affairs in writing at 400 R Street, Suite 1080, Sacramento, California 95814 or by telephone at 916.445.1254 or 800.952.5210.

### **Miscellaneous Provisions**

- a. If any provision of this Agreement is or becomes unenforceable or invalid, the remaining provisions will continue with the same effect as if such unenforceable or invalid provision had not been used.
- b. If Wild Apricot fails or you fail to perform any obligation under this Agreement, and the other party does not enforce such obligation, failure to enforce on any occasion will not constitute a waiver of any obligation and will not prevent enforcement on any other occasion.
- c. Nothing contained in this Agreement will be deemed to constitute Wild Apricot or you as the agent or representative of the other or as joint venturers or partners.
- d. Headings and captions are for convenience only, and shall not be binding on either party.

### **English Language**

The parties consent that the Agreement and all documents, notices and judicial proceedings entered into, given or instituted pursuant hereto, or relating directly or indirectly pursuant hereto, be in the English language. Les parties reconnaissent avoir convenue que la presente convention ainsi que tous documents, avis et procedures judiciaires qui pourront etre executes, donnees ou intentees a la suite des presentes ou ayant un rapport, direct ou indirect, avec la presente convention soient redigee en anglais.

Any versions of this Agreement in any other language will be for accommodation only and will not be binding upon either party.

### **Questions**

If you have questions about this Agreement, you can contact us at [privacy@wildapricot.com](mailto:privacy@wildapricot.com). You also can write to us at Wild Apricot, Inc., Privacy Support, 144 Front Street West, Suite 725, Toronto, Ontario, MSJ 2L7, Canada.