

## Terms Of Service

You Must Agree To The Following:

Users of Women Inquire services/products agree to the following Terms of Service and Acceptable Usage Policy. Any violation of the following TOS can result in the immediate suspension or removal of your membership.

Women Inquire: Account Usage Policy

The following are considered violations of Women Inquire Policy (acceptable use policy)

1. Illegal use: Women Inquire (WI) services may not be used for illegal purposes, or in support of illegal activities. Women Inquire reserves the right to cooperate with legal authorities and/or injured third parties in the investigation of any suspected crime or civil wrongdoing.
  2. Threats: Use of the WI service to transmit any material (by e-mail, uploading, posting or otherwise) that threatens or encourages bodily harm or destruction of property.
  3. Harassment: Use of the WI service to transmit any material (by e-mail, uploading, posting or otherwise) that harasses another.
  4. Forgery or impersonation: Adding, removing or modifying identifying network header information in an effort to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information is prohibited. The use of nicknames does not constitute impersonation.
  5. Fraudulent activity: Use of WI service to make fraudulent offers to sell or buy products, items, or services, or to advance any type of financial scam such as "pyramid schemes" and "chain letters."
  6. Unsolicited commercial e-mail / Unsolicited bulk e-mail (SPAM) Use of the WI service to transmit any unsolicited commercial or unsolicited bulk e-mail is expressly prohibited. Violations of this type will result in the immediate termination of the offending WI account.
- IMPORTANT NOTICE:**  
Severe violations may result in immediate and permanent removal of the account without notice to the customer. Any member guilty of a second violation WILL be immediately and permanently removed without notice.
7. E-mail / News Bombing: Malicious intent to impede another person's use of electronic mail services or news will result in the immediate termination of the offending WI account.
  8. E-mail / Message Forging: Forging any message header, in part or whole, of any electronic transmission, originating or passing through the WI service is in violation of this TOS.
  9. SPAMming: WI has a zero tolerance policy for the use of its network for the posting of messages or commercial advertisements, which violate the rules, regulations, FAQ or charter of any newsgroups or mailing list. Commercial messages that are appropriate under the rules of a newsgroup or mailing list or that are solicited by the recipients are permitted.
  10. Unauthorized access: Use of the WI service to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of WI or another entity's account is expressly prohibited and the offending WI account is subject to immediate termination.
  11. Copyright or trademark infringement: Use of the WI service to transmit any material (by e-mail, uploading, posting or otherwise) that infringes any copyright, trademark, patent, trade secret or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software.
  12. Collection of personal data: Use of the WI service to collect, or attempt to collect, personal information about third parties without their knowledge or consent.
  13. Network disruptions and unfriendly activity: Use of the WI service for any activity which affects the ability of other people to use WI Services. A Subscriber may not permit their account, through action or inaction, to be configured in such a way that gives a third party the capability to use their account in an illegal or inappropriate manner.
  14. Fraud: Involves a knowing misrepresentation or misleading statement, writing or activity made with the intent that the person receiving it will act upon it.
  15. Infringement of Copyright, Patent, Trademark, Trade Secret, or Intellectual Property Right: Distribution and/or posting of copyrighted or the aforementioned infringements will not be tolerated.

16. Distribution of Viruses: Intentional distributions of software that attempts to and/or causes damage, harassment, or annoyance to persons, data, and/or computer systems are prohibited. Such an offense will result in the immediate termination of the offending account.

17. Third Party Accountability: WI subscribers will be held responsible and accountable for any activity by third parties, using their account, that violates guidelines created within the Acceptable Use Policy.

Women Inquire: Privacy Policy WI will not sell or release it's customer information to any third-party organization, with the exception that if a government agency with a valid warrant, order, etc. requests such information. WI will not protect criminals, and will make no effort to withhold user information from government agencies with a valid warrant.

## Women Inquire Full Terms of Service

**IMPORTANT NOTICE: \*All Payments To "The Company" Are Non-Refundable\***

Women Inquire ("The Company") agrees to furnish services to the Subscriber, subject to the following TOS (Terms of Service).

Use of "The Company" Service constitutes acceptance and agreement to "The Company" 's TOS (Terms of Service). All provisions of this contract are subject to the TOS (Terms of Service) of "The Company", Inc. and AUP (acceptable use policy). The TOS may be changed from time to time at the discretion of the Company. Subscriber understands that change to the TOS by the Company shall not be grounds for early contract termination or non-payment. This Agreement shall be construed in all respects in accordance with the laws of the province of Ontario, Toronto applicable to contracts enforceable in that province. Venue will be Toronto, Ontario 1.

Disclosure:

The TOS specifically prohibits the use of our service for illegal activities. Therefore, Subscriber agrees that the Company may disclose any and all subscriber information including IP addresses, account history, account use, etc. to any law enforcement agent who makes a written request without further consent or notification to the Subscriber. In addition WI shall have the right to terminate all service set forth in this Agreement.

### 2. Service Rates:

Subscriber acknowledges that the nature of the service furnished and the initial rates and charges have been communicated to Subscriber. Subscriber is aware that the WI may prospectively change the specified rates and charges from time to time. The promotional offer is contingent upon WI achieving and maintaining its cost of service goals including but not limited to rates charged to company by its suppliers.

### 3. Payment:

Establishment of this service is dependent upon receipt by the Company of payment of stated charges. Subsequent payments are due on the anniversary date of the subscription plan service. Subscriber agrees that The Company automatically charges subscriber's credit card and/or PayPal account every billing cycle.

### 4. Payments and Fees:

Credit cards that are declined for any reason are subject to a \$1.00 declination fee. Service will be interrupted on accounts that reach 4 days past due. Accounts that are not collectable by "The Company" may be turned over to an outside collection agency for collection. If your account is turned over for collection, you agree to pay the company a "Processing and Collection" Fee of not less than \$50 nor more than \$150. If you desire to cancel your account, please follow the proper procedure to do this as outlined in this TOS.

### 5. Refund and Disputes:

All payments to Women Inquire, Inc. are nonrefundable. Exception being if you do not access your account, then refund is available less \$15 admin fee. All overcharges or billing disputes must be reported within 30 days of the time the dispute occurred. You must notify Women Inquire of your intent to cancel membership within 7 business days of the renewal date or cancel membership through PayPal before the renewal date. Any payments sent will not be refunded after the renewal date. 6. Failure to Pay: WI may temporarily deny service or terminate this Agreement upon the failure of Subscriber to pay charges when due. Such termination or denial will not relieve Subscriber of responsibility for the payment of all accrued charges, plus reasonable interest and any collection fees.

7. Subscriber acknowledges that the service provided is of such a nature that service can be interrupted for many reasons. Therefore, subscriber agrees that the company shall not be liable for any damages. In no event shall the company be liable for any special or consequential damages, loss or injury.

### 8. Notification of Violation:

a. "The Company" is under no duty to look at each customer's or user's activities to determine if a violation of the TOS has occurred, nor do we assume any responsibility through our TOS to monitor or police Internet-related

activities.

b. First violation: Any User, which "The Company" determines to have violated any element of this Acceptable Use Policy, shall receive an email, warning them of the violation. The service may be subject at "The Company"'s discretion to a temporary suspension pending a User's agreement in writing, to refrain from any further violations.

c. Second Violation: Users that "The Company" determines to have committed a second violation of any element of this Acceptable Use Policy shall be subject to immediate suspension or termination of service without further notice. 9. Suspension of Service or Cancellation: WI reserves the right to suspend account access to any customer if in the judgment of the WI network administrators the customer's account is the source or target of the violation of any of the other terms of the TOS or for any other reason which WI chooses. If inappropriate activity is detected, all accounts of the Customer in question will be deactivated until an investigation is complete. Prior notification to the Customer is not assured. In extreme cases, law enforcement will be contacted regarding the activity. The customer will not be credited for the time the customer's machines were suspended.

10. WI reserves the right to amend its policies at any time. Failure to follow any term or condition will be grounds for immediate Cancellation. You will be held responsible for the actions of your clients in the matter described on these Terms and conditions. Therefore, it is in your best interest to implement a similar or stricter Terms and conditions or otherwise called Acceptable Terms of use policy.

11. Indemnification: "The Company" wishes to emphasize that in agreeing to the "The Company" Acceptable Use Policy (AUP) and Terms of Service (ToS), customer indemnifies "The Company" for any violation of the Acceptable Use Policy (AUP) and Terms of Service (ToS) that results in loss to "The Company" or the bringing of any claim against "The Company" by any third-party. This means that if "The Company" is sued because of a customer's or a customer of a customer's activity, the customer will pay any damages awarded against "The Company", plus all costs and attorney's fees.

12a Customer acknowledges that the service provided is of such a nature that service can be interrupted for many different reasons and interruptions can be prolonged due to external or internal events. Therefore, subscriber agrees that the "The Company" shall not be liable for any damages arising from such loss of service for any reason. In no event shall the company be liable for any special or consequential damages, loss or injury.

13. Miscellaneous Provisions: You must provide us with, and keep current, good contact information for you. E-mail, fax, and telephone contacts are used, in that order of preference.

a. A waiver by the Company of any breach of any provision of this Agreement by Subscriber shall not operate as or be construed as a continuing or subsequent waiver thereof or as a waiver of any breach of any other provision thereof.

b. Subscriber shall not transfer or assign this Agreement without the prior written consent of the Company. Company may assign Agreement at anytime without consent from or notice to Subscriber. Company reserves right to cancel customers rights under this contract at anytime without further obligation.

c. "The Company" takes no responsibility for any material input by others and not posted to the "The Company" Network by "The Company". "The Company" is not responsible for the content of any other websites linked to the "The Company" Network; links are provided as Internet navigation tools only. "The Company" disclaims any responsibility for any such inappropriate use and any liability to any person or party for any other person or party's violation of this policy.

d. "The Company" is not responsible for any damages your business may suffer. "The Company" does not make implied or written warranties for any of our services. "The Company" denies any warranty or merchantability for a specific purpose. This includes loss of data resulting from delays, non-deliveries, wrong delivery, and any and all service interruptions caused by "The Company".

14. Responsibility for Content: You, as "The Company"'s customer, are solely responsible for the content posted under your username and account.

15. Service Cancellations: the Customer wishing to cancel service on an existing account with "The Company" must submit their initial cancellation request seven days before the Customer's recurring bill date in order to avoid an additional charge. Cancellation requests must be submitted to [billing@womeninquire.com](mailto:billing@womeninquire.com) in order to be processed.

Copyright © Women Inquire, 2008. All Rights Reserved