



WWAV Membership Agreement, Terms of Service, and Privacy Policy

Confidentiality

Our programs are built on trust and integrity and we rely on each member, guest or participant to do his or her part in deliberately upholding these values.

Due to the nature of our programs information of a confidential nature may be shared within a group setting. It is paramount that every participant feels safe in our environment, while understanding and adhering to our Privacy Policy and Confidentiality Agreement(s).

High-level general concepts may be shared outside the group (For example: Time Management Tips); however, individual circumstances, whether personal or business-related is not to be shared outside of the immediate membership group.

Although we cannot guarantee 100% complete privacy on all issues, our commitment is to monitor general conversations and site activity as best we can; ensuring integrity and group policies and procedures are well maintained.

Please be aware that WWAV or any of our affiliates will not be held liable for any breach of confidentiality even those resulting in loss, and any potential legal action or liability will be the sole responsibility of the person or persons involved and will be handled outside of and separate from WWAV or any of its Affiliates.

Any individuals found not adhering to WWAV policies and procedures are subject to removal from all WWAV programs and listings indefinitely. Individuals who have committed an offense against WWAV or any WWAV Member or Affiliate may be subject to legal action.

Non-Disclosure Agreements (NDA)

Group Participants may be requested to sign separate and specific Non-Disclosure Agreements pertaining to particular projects or programs to help reinforce our Confidentiality Agreement and ensure an added level of accountability to the group.



Terms of service & privacy policy

The following terms and conditions govern all use of the wwav.ca, wwavwomenwithavision.ca, thebutterflygroove.com, wwavcreativesolutions.com and all other websites owned by **WWAV-Women With A Vision** (Referred to as **WWAV**) and all content, services and products available through the website, including, but not limited to, the client area (collectively referred to as the Site).

The Site is owned and operated by WWAV-Women With A Vision. The Site is offered subject to your acceptance without modification of all of the terms and conditions contained herein and all other operating rules, policies (including, without limitation, WWAV's Privacy Policy) and procedures that may be published from time to time on this Site by WWAV (collectively, the "Agreement").

Please read this Agreement carefully before accessing or using the Site. By accessing or using any part of the web site, you agree to become bound by the terms and conditions of this agreement. If you do not agree to all the terms and conditions of this agreement, then you may not access the Site or use any services. If these terms and conditions are considered an offer by WWAV, acceptance is expressly limited to these terms. WWAV Site is available only to individuals who are at least 13 years old.

Client Account Area

You are responsible for maintaining the security of your client account (including usernames and passwords), and are fully responsible for all activities occurring under the account as well as any other actions taken in connection with the account. You must immediately notify WWAV of any unauthorized uses of your account or any other breaches of security. WWAV will not be liable for any acts or omissions by You, including any damages of any kind incurred as a result of such acts or omissions.

Contribution to website

If you leave comments anywhere on the Site, post material to the Site, post links on the Site, or otherwise make (or allow any third party to make) material available by means of the Site (any such material, "Content"), You are entirely responsible for the content of, and any harm resulting from, that Content. That is the case regardless of whether the Content in question constitutes text, graphics, audio, or computer software. By making Content available, you represent and warrant that:

- Downloading, copying and use of the Content will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark or trade secret rights, of any third party
- You have fully complied with any third-party licenses relating to the Content, and have done all things necessary to successfully pass through to end users any required terms
- The Content does not contain or install any viruses, worms, malware, trojan horses or other harmful or destructive content
- The Content is not spam, is not machine or randomly generated, and does not contain unethical or unwanted commercial content designed to drive traffic to third party sites or boost the search engine rankings of third party sites, or to further unlawful acts (such as phishing) or mislead recipients as to the source of the material (such as spoofing)
- The Content is not pornographic, libelous or defamatory, does not contain threats or incite violence towards individuals or entities, and does not violate the privacy or publicity rights of any third party

By submitting Content to WWAV for inclusion on our Site, you grant WWAV a world-wide, royalty-free, and non-exclusive license to reproduce, modify, adapt and publish the Content for the purpose of displaying, distributing, promoting, marketing or any other lawful use.

Without limiting any of those representations or warranties, WWAV has the right (though not the obligation) to, in WWAV's sole discretion (i) refuse or remove any content that, in WWAV's reasonable opinion, violates any policy or



is in any way harmful or objectionable, or (ii) terminate or deny access to and use of the Site to any individual or entity for any reason, in WWAV's sole discretion. WWAV will have no obligation to provide a refund of any amounts previously paid under these circumstances.

What information do we collect?

We may collect personally identifiable information from you in a variety of ways, including through online forms for ordering products and services, and other instances where you are invited to volunteer such information, including, but not limited to, when you register on our site, place an order or subscribe to our newsletter. When ordering or registering on our site, as appropriate, you may be asked to enter your: name, e-mail address, mailing address, phone number or credit card information.

What do we use your information for?

Any of the information we collect from you may be used to personalize your experience, improve our website, improve customer service, process transactions, send periodic emails. The email address you provide for order processing, will only be used to send you information and updates pertaining to your order. If you decide to opt-in to our mailing list, you will receive emails that may include company news, updates, related product or service information, etc. If at any time you would like to unsubscribe from receiving future emails, we include detailed unsubscribe instructions at the bottom of each email.

How do we protect your information?

We implement a variety of security measures to maintain the safety of your personal information when you place an order or access your personal information.

We offer the use of a secure server. All supplied sensitive/credit information is transmitted via Secure Socket Layer (SSL) technology and then encrypted into our payment gateway providers database only to be accessible by those authorized with special access rights to such systems, and are required to keep the information confidential. After a transaction, your private information (credit cards, social security numbers, financials, etc.) will not be stored on our servers.

Payments and Refunds

The Site offers products and services for sale. The Site does not handle payments for these products directly, but rather refers these payments to a secure third-party payment processor which handles all aspects of the payment process. Any payment issues or disputes should be resolved directly with the payment processor. Once we have been notified by the payment processor that a payment has been made, and that the payment has successfully passed a fraud review, access will be granted to the product or service being purchased as soon as possible, however we make no guarantees of timeliness or immediacy. Free accounts are provided with a limited access to the Site that allows the user to test all available services prior to making a payment and determine if the offered services meets the user's needs.

All event purchases are non-refundable, but are transferrable to another individual for the same event if advised within 2 Business days of the event start date.

Responsibility of website visitors

By operating the Site, WWAV does not represent or imply that it endorses any or all of the contributed content, or that it believes such material to be accurate, useful or non-harmful. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, trojan horses, and other harmful or destructive content. The Site may contain content that is offensive, indecent, or otherwise objectionable, as well as content containing technical inaccuracies, typographical mistakes, and other errors. WWAV disclaims any responsibility for any harm resulting from the use by visitors of the Site.



Do we disclose any information to outside parties?

We do not sell, trade, or otherwise transfer to outside parties your personally identifiable information, except to provide products or services you've requested. This does not include trusted third parties who assist us in operating our website, conducting our business, or servicing you, so long as those parties agree to keep this information confidential. We may also release your information when we believe release is appropriate to comply with the law, enforce our site policies, or protect ours or others rights, property, or safety. However, non-personally identifiable visitor information may be provided to other parties for marketing, advertising, or other uses.

Copyright infringement

As WWAV asks others to respect its intellectual property rights, it respects the intellectual property rights of others. If you believe that material located on or linked to by the Site violates your copyright, you are encouraged to notify WWAV. WWAV will respond to all such notices, including as required or appropriate by removing the infringing material or disabling all links to the infringing material. In the case of a visitor who may infringe or repeatedly infringes the copyrights or other intellectual property rights of WWAV or others, WWAV may, in its discretion, terminate or deny access to and use of the Site. In the case of such termination, WWAV will have no obligation to provide a refund of any amounts previously paid to WWAV. You further agree not to change or delete any proprietary notices from materials downloaded from the site.

Do we use cookies?

Yes, we use cookies (which are small pieces of information that your browser stores on your computer's hard drive) to help us remember and process the items in your shopping cart, understand and save your preferences for future visits and compile aggregate data about site traffic and site interaction so that we can offer better site experiences and tools in the future. We may contract with third-party service providers to assist us in better understanding our site visitors. These service providers are not permitted to use the information collected on our behalf except to help us conduct and improve our business.

Third party links

Our site may contain links to third party sites. These third party sites have separate and independent privacy policies. We therefore have no responsibility or liability for the content and activities of these linked sites. Nonetheless, we seek to protect the integrity of our site and welcome any feedback about these sites.

Intellectual property

This Agreement does not transfer from WWAV to you any WWAV or third party intellectual property, and all right, title and interest in and to such property will remain (as between the parties) solely with WWAV. WWAV logo, and all other trademarks, service marks, graphics and logos used in connection with WWAV, or the Site are trademarks or registered trademarks of WWAV or WWAV's licensors. Other trademarks, service marks, graphics and logos used in connection with the Site may be the trademarks of other third parties. Your use of the Site grants you no right or license to reproduce or otherwise use any WWAV or third-party trademarks.

Changes

WWAV reserves the right, at its sole discretion, to modify or replace any part of this Agreement. It is your responsibility to check this Agreement periodically for changes. Your continued use of or access to the Site following the posting of any changes to this Agreement constitutes acceptance of those changes. WWAV may also, in the future, offer new services and/or features through the Site (including, the release of new tools and resources). Such new features and/or services shall be subject to the terms and conditions of this Agreement.



Termination

WWAV may terminate your access to all or any part of the Site at any time, with or without cause, with or without notice, effective immediately. If you wish to terminate this Agreement you may simply discontinue using the Site. Notwithstanding the foregoing, if you have a client account, such account can only be terminated by WWAV if you materially breach this Agreement and fail to cure such breach within 14 (fourteen) days from WWAV's notice to you thereof; provided that, WWAV can terminate the Site immediately as part of a general shut down of our service. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Disclaimer of warranties

The Site is provided "as is". WWAV and its suppliers and licensors hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. Neither WWAV nor its suppliers and licensors, makes any warranty that the Site will be error free or that access thereto will be continuous or uninterrupted. WWAV gives no representations or warranties, express or implied, that the site or our products and services are complete, accurate or free from errors or omissions.

Limitation of liability

In no event will WWAV, or its suppliers or licensors, be liable with respect to any subject matter of this agreement under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost of procurement or substitute products or services; (iii) for interruption of use or loss or corruption of data; or (iv) for any amounts that exceed the fees paid by you to WWAV under this agreement. WWAV, WWAV guests or affiliates, suppliers or licensors shall have no liability for any failure or delay due to matters beyond their reasonable control. The foregoing shall not apply to the extent prohibited by applicable law. WWAV shall not be liable for any special or consequential damages that result from the use of, or the inability to use, the services and products offered on this site, or the performance of the services and products.

We make reasonable effort to ensure information on our site, in our programs, and on our calls are accurate. As circumstances differ from person to person; information provided by WWAV, WWAV guests, or affiliates should not in any way replace your due diligence in seeking individual professional advice, assessments or other services. In no way will WWAV or any WWAV guest or affiliate be held liable for any loss incurred either directly or indirectly from information provided or opinions expressed on call or otherwise.

General representation and warranty

You represent and warrant that (i) your use of the Site will be in strict accordance with the WWAV Privacy Policy, with this Agreement and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state/ province, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from Canada, the United States or the country in which you reside) and (ii) your use of the Site will not infringe or misappropriate the intellectual property rights of any third party.

Indemnification

You agree to indemnify and hold harmless WWAV, its contractors, and its licensors, and their respective directors, officers, employees and agents from and against any and all claims and expenses, including attorneys' fees, arising out of your use of the Site, including but not limited to your violation of this Agreement.

Miscellaneous

This Agreement constitutes the entire agreement between WWAV and you concerning the subject matter hereof, and they may only be modified by a written amendment signed by an authorized executive of WWAV, or by the posting by



WWAV of a revised version. Except to the extent applicable law, if any, provides otherwise, this Agreement, any access to or use of the Site will be governed by the laws of the province of Ontario, Canada, excluding its conflict of law provisions, and the proper venue for any disputes arising out of or relating to any of the same will be the provincial and federal courts located in Toronto, Ontario. If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. You may assign your rights under this Agreement to any party that consents to, and agrees to be bound by, its terms and conditions; WWAV may assign its rights under this Agreement without condition. This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.

Changes to our terms and privacy policies

From time to time we may make adjustments to this policy. Changes will be made at our sole discretion. Site's users are encouraged to check this policy for such changes. Your continued use of this site following changes to this policy constitutes your acceptance of the changes.

Contacting us

Any questions about this policy should be addressed to us via our [contact form](#).

These terms of service have been last modified on **March 17th, 2013**.