

The Wolf and The Bee Terms of Use

Your use of the website and services on which these terms reside (collectively, the “**Platform**”), including the features and services made available through this Platform, are subject to these terms of use (“**Terms**”), which are legally binding between you and The Wolf and The Bee. Please read these Terms carefully before using this Platform. The Platform is owned or controlled by The Wolf and the Bee (“**Organization**,” “**we**,” or “**us**”). This Platform is intended for and applicable only for residents of the United States, age 18 or older. If you are from another jurisdiction or under 18 years of age, you may not use this Platform.

BY ACCESSING AND USING THE PLATFORM IN ANY WAY, INCLUDING, WITHOUT LIMITATION, BROWSING THE PLATFORM, USING ANY INFORMATION, AND/OR SUBMITTING INFORMATION TO US, YOU AFFIRM AND AGREE THAT YOU: (1) ARE OF LEGAL AGE TO ENTER INTO THESE TERMS; AND (2) ARE TO BE BOUND BY THE TERMS, CONDITIONS, POLICIES AND NOTICES CONTAINED IN THESE TERMS, INCLUDING, BUT NOT LIMITED TO, CONDUCTING TRANSACTIONS ELECTRONICALLY, DISCLAIMERS OF WARRANTIES, DAMAGES AND REMEDY EXCLUSIONS AND LIMITATIONS, BINDING ARBITRATION, CLASS ACTION WAIVER, AND A CHOICE OF ILLINOIS LAW. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT ACCESS OR USE THE PLATFORM.

Please read these Terms carefully before using the Platform. If you do not agree to the terms contained in these Terms, then you may not use the Platform. Your use of the Platform constitutes your acknowledgement that you have the legal authority to bind yourself, and your acceptance of, these Terms. You acknowledge and represent that you have read and agree to be bound by these Terms and to comply with all applicable laws, regulations and/or rules with regard to your use of the Platform.

From time to time, we may update these Platform and these Terms. Your use of the Platform after we post any changes to these Terms constitutes your agreement to those changes. You agree to review these Terms periodically to ensure that you are familiar with the most recent version. The Organization may, in its sole discretion, and at any time, discontinue the Platform or any part thereof, with or without notice (unless otherwise required by applicable law), or may prevent your use of the Platform with or without notice to you. You agree that you do not have any rights in the Platform and any content or benefits provided through the Platform, and the Organization will have no liability to you if the Platform is discontinued or your ability to access the Platform is terminated or suspended.

YOU MAY NOT USE THE PLATFORM FOR ANY PURPOSE THAT IS UNLAWFUL OR PROHIBITED BY THESE TERMS. YOUR ACCESS TO THE PLATFORM MAY BE TERMINATED IMMEDIATELY IN THE ORGANIZATION’S SOLE DISCRETION, WITH OR WITHOUT NOTICE, IF YOU FAIL TO COMPLY WITH ANY PROVISIONS OF THESE TERMS AND/OR ADDITIONAL TERMS, OR FOR ANY OTHER REASON, OR NO REASON.

1. The Wolf and The Bee Content

Content on the Platform, including certain graphics, photographs, images, screen shots, text, digitally downloadable files, trademarks, logos, features, tools, product and program names, slogans, articles, data, code, videos, other content, and the compilation of the foregoing (“**Content**”) is the property of the Organization and its licensors, and is protected in the United States and internationally under trademark, copyright, and other intellectual property laws. Neither title nor interest are transferred to you. As between you and the Organization, the Organization, owns full and complete title and interest, and the Organization reserves all rights not expressly granted to you. The Content is provided to you for informational purposes only, and you agree not to download, display, reproduce or use any Content for any commercial purpose or in any manner not expressly authorized by these Terms. You further agree to in no other way misuse any Content or third-party content that appears on the Platform.

You represent and warrant that you will use the Platform and Content only for the purposes permitted herein, that all information you submit is accurate and otherwise complies with these Terms, and that you will promptly notify the Organization if any of your information changes. The Organization makes no representation that the Platform or Content is appropriate or available for use in particular locations.

Your use of the Content is limited to your personal use only, and you agree not to download, display or use any Content for commercial use in any publications, in public performances, on the web, or for any other commercial purpose, or in any other manner that is likely to cause confusion among consumers, that dilutes the strength of the Organization or its licensors' property, or that otherwise infringes the Organization or its licensors' intellectual property rights. You further agree to in no other way misuse any Content or third-party content.

2. Informational Purposes

The Platform is designed to provide general information and resources about various topics, options, risks, benefits, and considerations related to navigating and resolving workplace harassment and discrimination. As such, the Content is being provided to you for informational purposes only. Importantly, the Content does not constitute advice of any kind, including legal, financial, or professional advice, and should not be construed as such. The Content is not intended to be a substitute for professional advice tailored to your specific circumstances. **You should not rely solely on the Content without seeking professional advice.** We encourage you to consult with qualified professionals, such as attorneys, financial advisors, or relevant experts, to obtain advice specific to your situation.

Any action you take based on the Content is at your own risk. The Organization and its representatives shall not be held liable for any damages or losses arising from your reliance on the Content.

3. Accounts, Security, and Passwords

Certain areas of the Platform may require registration or may otherwise ask you to provide information to participate in certain features or access certain content. If you elect not to provide such information or if the information is inaccurate, you may not be able to access certain content or participate in certain features of the Platform.

When creating an account (“**User Account**”) and when submitting information, you must complete the specified process by providing us with current, complete, and accurate information as requested by the applicable form. It is your responsibility to maintain the currency, completeness, and accuracy of your registration data and any other data associated with your User Account, and any loss caused by your failure to do so is your responsibility. After you have fully completed the registration form, you may be asked to choose a password and a username. It is entirely your responsibility to maintain the confidentiality of your password and User Account. Additionally, you are entirely responsible for any and all activities that occur under your User Account, including the acts of a third party. You agree to notify the Organization immediately of any unauthorized use of your User Account or if you suspect your login credentials have been compromised. The Organization is not responsible for any delay in shutting down your User Account after you have reported a breach of security to us. You further agree not to email, post, or otherwise disseminate any user ID, password, or other information which provides you access to the Platform. The Organization is not liable for any loss that you may incur as a result of someone else using your password or User Account, either with or without your knowledge. The data you transmit using your User Account is specific to you only and you may only have one User Account.

4. Acceptable Use of the Platform

The following requirements apply to your use of the Platform:

- You will not use any electronic communication feature of the Platform for any purpose that is unlawful, tortious, abusive, intrusive on another's privacy, harassing, libelous, defamatory, embarrassing, obscene, threatening, or hateful, invasive of the privacy of another person, abusive, racist, infringing, pornographic, violent, or otherwise objectionable or inappropriate as determined by us.
- You will not upload, post, reproduce, transmit, or distribute any information, software, or other material protected by copyright or any other intellectual property right (as well as rights of publicity and privacy) without first obtaining the permission of the owner of such rights.

- You will not collect, store, submit or post any content that (i) contains personal information about another individual, except as expressly permitted under these Terms, (ii) violates the privacy publicity of another individual, or (iii) you are under a contractual obligation to keep private or confidential.
- You will not use the Platform for any commercial purpose.
- You will not upload, post, email, or otherwise transmit any “junk mail,” “surveys,” “spam,” “chain letters,” “pyramid schemes,” advertising or promotional materials, or any other form of solicitation or unauthorized communication.
- You will not impersonate any person or organization, including without limitation, the personnel of the Organization, or misrepresent an affiliation with another person or organization.
- You will not upload, submit, email, or otherwise transmit any material that contains viruses or any other computer code, files, or programs which might interrupt, limit, or interfere with the functionality of any computer software or hardware or telecommunications equipment.
- You will not use the Platform for fraudulent purposes or in any manner intended to deceive either the Organization or any third-party.
- You are further prohibited from using any data mining, crawlers, spiders, robots or similar data gathering, scraping or extraction methods in connection with the Platform.

Intellectual Property Ownership

There are a number of trademarks, logos, service marks, slogans, product names and designations and other proprietary indicia (collectively “**Marks**”) used in the Platform. Notwithstanding anything to the contrary under these Terms, in no event is the Organization granting you a license to use any Mark in any fashion, and you are not granted any license under any of the Organization’s or any third party’s Marks or other intellectual property rights. You may not use any Mark without the Organization’s prior written permission.

5. Additional Terms & Conditions

- **THE BEEEMAIL:** While using The BeeMail feature made available through the Platform (“**The BeeMail**”), you agree at all times to comply with the Acceptable Use Policy found in these Terms. You also acknowledge and agree that the use of The BeeMail is done at your own risk, and you are solely liable for your use of The BeeMail and any other features made available through the Platform and you are responsible for consulting appropriate and qualified professionals on the benefits and risks associated with the use of The BeeMail that is tailored to your specific circumstances. Please note that, by using The BeeMail feature, you acknowledge and agree that we and our vendors on our behalf may use your email address and any other email address you submit to make contact in connection with The BeeMail or as otherwise disclosed in our [Privacy Policy](#).
- **NEWSLETTER:** By subscribing to our newsletter and providing your contact information, you have agreed to allow us to contact you at the email address provided or as otherwise disclosed in our [Privacy Policy](#). To opt-out of receiving communications receiving our newsletter, please follow the applicable instructions in the communication to you concerning the newsletter.
- **THE WOLF AND THE BEE STORE:** When using the Platform, you may be able to purchase certain products through our partner sites. When making such purchases, please keep in mind that the Organization does not control those third-party sites and is not responsible for any acts or omissions in connection with those sites.

6. Representations, Disclaimer of Warranties, and Limitations of Liability

The Organization and its sponsors, affiliates, and subsidiaries (“**Organization Affiliates**”) make no representation or warranty whatsoever regarding the completeness, accuracy, timeliness, or adequacy of any information, facts, views, opinions, statements, or recommendations contained on the Platform. Reference to any product, process, publication, or service of any third party by trade name, domain name, trademark, service mark, logo, manufacturer or otherwise does not constitute or imply its endorsement or recommendation by the Organization or Organization Affiliates.

The Internet may be subject to breaches of security. The Organization and the Organization Affiliates are not responsible for any resulting damage to any user’s device or computer from any such security breach, or from any virus, bugs, tampering, unauthorized intervention, fraud, error, omission, interruption, deletion, defect, delay in operation or transmission, computer line failure or any other technical or other malfunction. You should also be aware that e-mail and other submissions over the Internet may not be secure, and you should consider this before e-mailing the Organization or the Organization Affiliates any information or posting information to the Platform. The Organization and the Organization Affiliates make no representation or warranty whatsoever regarding the suitability, functionality, performance, availability, or operation of the Platform. These Platform may be temporarily unavailable due to maintenance or malfunction of computer equipment.

THE PLATFORM AND THE CONTENT ARE MADE AVAILABLE ON AN “AS IS,” “AS AVAILABLE” AND “WITH ALL FAULTS” BASIS. THE ORGANIZATION AND THE ORGANIZATION AFFILIATES SPECIFICALLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, WITH RESPECT TO THE PLATFORM AND THE CONTENT. THE ORGANIZATION DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN OR PLATFORM PERFORMED, PROVIDED OR ENABLED BY OR THROUGH THE PLATFORM WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE PLATFORM, WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE PLATFORM WILL BE CORRECTED. THE PLATFORM INCLUDING ANY CONTENT AND INFORMATION ACCESSIBLE THROUGH THE PLATFORM MAY CONTAIN TYPOGRAPHICAL OR OTHER ERRORS OR INACCURACIES. NEITHER THE ORGANIZATION NOR ORGANIZATION AFFILIATES WILL BE RESPONSIBLE FOR ANY SUCH ERROR, TYPO, OR MISPRINT IN ANY MATERIALS, OR OTHERWISE IN THE PLATFORM, AND THE ORGANIZATION RESERVES THE RIGHT TO VOID OR REFUSE TO PROCESS ANY TRANSACTION ARISING OUT OF SUCH AN ERROR, TYPO, OR MISPRINT.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL THE ORGANIZATION , OR ORGANIZATION AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (COLLECTIVELY, “**DAMAGES**”) WHATSOEVER, INCLUDING WITHOUT LIMITATION, DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE THIS PLATFORM, MISTAKES, OMISSIONS, INTERRUPTIONS, ANY FAILURE OF PERFORMANCE WHETHER OR NOT CAUSED BY EVENTS BEYOND THE ORGANIZATION ’S REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ACTS OF GOD, COMMUNICATIONS LINE FAILURE, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO THIS PLATFORM’S RECORDS, PROGRAMS, OR SERVICES, OR DELETION OF FILES, ERRORS, DEFECTS, OR DELAYS IN OPERATION OR TRANSMISSION, EVEN IF THE ORGANIZATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES; AS A RESULT, THE ABOVE LIMITATIONS OR EXCLUSIONS UNDER THIS PARAGRAPH MAY NOT APPLY TO YOU AND THE FOREGOING PARAGRAPH SHALL NOT APPLY TO A RESIDENT OF NEW JERSEY TO THE EXTENT DAMAGES TO SUCH NEW JERSEY RESIDENT ARE THE RESULT OF THE ORGANIZATION ’S NEGLIGENT, FRAUDULENT, RECKLESS ACTS OR INTENTIONAL MISCONDUCT.

THE PLATFORM MAY CONTAIN FACTS, OPINIONS, VIEWS, STATEMENTS AND RECOMMENDATIONS OF THIRD-PARTY INDIVIDUALS AND ORGANIZATIONS. THE ORGANIZATION DOES NOT REPRESENT OR ENDORSE THE ACCURACY, TIMELINESS OR RELIABILITY OF ANY FACTS, OPINIONS, VIEWS, STATEMENTS OR RECOMMENDATIONS OR OTHER INFORMATION DISPLAYED, UPLOADED OR DISTRIBUTED THROUGH THE PLATFORM. YOU ACKNOWLEDGE THAT ANY RELIANCE UPON ANY SUCH FACTS, OPINIONS, VIEWS, STATEMENTS OR RECOMMENDATIONS IS AT YOUR SOLE RISK. IN NO

EVENT WILL ORGANIZATION OR THE ORGANIZATION AFFILIATES BE LIABLE TO YOU OR ANYONE ELSE FOR LOSS OR INJURY, INCLUDING, WITHOUT LIMITATION, DEATH OR PERSONAL INJURY.

YOU AGREE TO INDEMNIFY AND HOLD THE ORGANIZATION AND THE ORGANIZATION AFFILIATES HARMLESS FROM AND AGAINST ANY ACTUAL OR ALLEGED CLAIMS, DEMANDS, CAUSES OF ACTION, JUDGMENTS, DAMAGES, LOSSES, LIABILITIES, AND ALL OTHER COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) ARISING OUT OF OR RELATING TO: (A) YOUR BREACH OF THESE TERMS; (B) YOUR VIOLATION OF ANY LOCAL, STATE, FEDERAL OR INTERNATIONAL LAW, RULE OR REGULATION; (C) BASED ON YOUR USE OF THE PLATFORM OR THE CONTENT; AND (D) INFORMATION OR MATERIAL POSTED OR TRANSMITTED BY YOU OR THROUGH YOUR USER ACCOUNT, EVEN IF NOT SUBMITTED BY YOU. YOU WILL COOPERATE AS FULLY AND AS REASONABLY REQUIRED IN THE ORGANIZATION'S DEFENSE OF ANY CLAIM. THE ORGANIZATION RESERVES THE RIGHT, AT ITS OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU, AND YOU SHALL NOT, IN ANY EVENT, SETTLE ANY MATTER WITHOUT THE WRITTEN CONSENT OF THE ORGANIZATION.

ANY SERVICES DESCRIBED ON THE PLATFORM ARE OFFERED IN JURISDICTIONS WHERE THEY MAY BE LEGALLY OFFERED. THE INFORMATION ON THE PLATFORM IS NOT AN OFFER OR SOLICITATION BY ANYONE IN ANYONE IN ANY JURISDICTION IN WHICH AN OFFER OR SOLICITATION CANNOT LEGALLY BE MADE, OR TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE A SOLICITATION.

7. Links to Third-Party Application and Services

The Platform may provide connectivity or links to other third-party services, web, sites, applications, software, and other content from third-party providers ("**Third-Party Services**"). The Organization has no control over, makes no representations or warranties whatsoever about any of the Third-Party Services that you may access, is not responsible for the availability of such Third-Party Services, and does not endorse nor is responsible or liable for any content or other materials on or available from such Third-Party Services. Your use of the Third-Party Services may be subject to additional terms of those third parties.

Users who utilize the Third-Party Services should be aware that personal information held by those third parties may be transmitted through and stored on Organization servers and/or applications located in the United States and elsewhere. You understand and agree that the companies that provide the Third-Party Services may access, use and share certain information about you, if you use the Third-Party Services. You understand and agree that the Organization is not responsible for these companies, or their use of any other of your information. Your use of the Third-Party Services is at your own risk.

8. Binding Arbitration/Class Action Waiver

This Section includes an arbitration agreement and an agreement that all claims will be brought only in an individual capacity (and not as a class action or other representative proceeding). Please read it carefully.

You and the Organization agree that any controversy or claim (except for any claim of infringement, breach of confidentiality, or misappropriation of any patent, copyright, trademark, or trade secret) arising out of or relating to these Terms, the Platform and/or use of the Platform, including all questions of arbitrability, shall be settled by arbitration administered by the American Arbitration Association ("**AAA**") in accordance with its Commercial Arbitration Rules ("**Commercial Rules**") by a sole arbitrator, unless otherwise agreed by the parties. You can access the Commercial Rules at <https://www.adr.org/Rules> or by calling +1 800-778-7879. You and the Organization shall endeavour to agree upon the arbitrator, and if the Organization and you fail to do so within twenty-one (21) days of the commencement of the arbitration, the appointment shall be made by the AAA in accordance with the Commercial Arbitration Rules. The place, or legal seat of arbitration, shall be Illinois and the language of the arbitration shall be English.

YOU MAY ONLY BRING CLAIMS IN YOUR INDIVIDUAL CAPACITY ON YOUR OWN BEHALF, AND NOT IN ANY REPRESENTATIVE CAPACITY OR ON BEHALF OF ANY CLASS OR PURPORTED CLASS AND NOT AS A MASS ARBITRATION, AND NO ARBITRATION YOU COMMENCE HEREUNDER MAY BE JOINED WITH

OR INCLUDE ANY CLAIMS BY ANY OTHER PERSONS. EACH PARTY SHALL BE EXCLUSIVELY RESPONSIBLE FOR PAYING ITS OWN ARBITRATION FILING FEES, WHICH MAY LATER BE ALLOCATED BY THE ARBITRATOR.

The arbitrator shall issue a reasoned award and, subject to the limitation of liability set forth above, shall have the power to grant any interim or provisional measures that the arbitrator deems appropriate, including, but not limited to, injunctive relief and specific performance, and any interim or provisional measures ordered by the arbitrator may be specifically enforced by any court of competent jurisdiction as a final award. Nothing herein, however, shall authorize the arbitrator to act as *amiable compositeurs*, to proceed *ex aequo et bono*, or to exercise rights of *iura novit curia*. You and the Organization each retain the right to seek interim measures from a judicial authority, and any such request shall not be deemed incompatible with the agreement to arbitrate nor shall be deemed a waiver of the right to arbitrate. The arbitrator shall award the prevailing party, if any as determined by the arbitrator, its reasonable costs, including reasonable attorney's fees. Judgment on any award rendered by the arbitrator may be entered in any court of competent jurisdiction. No information concerning an arbitration, beyond the names of the parties, their counsel or the relief requested, may be unilaterally disclosed to a third party by any party unless required by law. Any documentary or other evidence given by any party or witness in any arbitration shall be treated as confidential by any party whose access to such evidence arises exclusively because of its participation in the arbitration and shall not be disclosed to any third party (other than a legal witness or expert under a duty of confidentiality), except as may be required by law. Any party who commences any judicial proceeding in connection with an arbitration initiated hereunder shall endeavour to have the judicial record of any such proceeding sealed or kept confidential to the extent permitted by law.

9. General Information

These Terms constitute the entire agreement between you and the Organization governing your use of the Platform, superseding any prior agreements between you and the Organization relating to your use of the foregoing. If any provision of these Terms is held to be invalid by any law, rule, order, or regulation of any government or by the final determination of any state or federal court, such invalidity shall not affect the enforceability of any other provision of these Terms. By using this Platform, you hereby agree that any and all disputes regarding these Terms and/or the Platform not subject to the arbitration provision set forth above will be subject to the federal and state courts located in the State of Illinois. YOU AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE PLATFORM AND/OR THESE TERMS, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. These Terms operate to the fullest extent permissible by law. The failure of the Organization to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

On certain areas of our Platform, you may be given the ability to provide us with personally identifiable information. Please read our [Privacy Policy](#) for more information about our information collection and use practices.

YOU UNDERSTAND THAT YOU HAVE NO EXPECTATION OF PRIVACY WITH RESPECT TO THE PLATFORM AND OUR TELECOMMUNICATIONS, NETWORKING OR INFORMATION PROCESSING SYSTEMS (INCLUDING, WITHOUT LIMITATION, ANY CONTENT SUCH AS THE BEEMAIL, OR MESSAGES ACCESSIBLE THEREFROM) AND THAT ACTIVITY, SUCH CONTENT, NETWORKS AND SYSTEMS MAY BE MONITORED AT ANY TIME WITHOUT FURTHER NOTICE.

The failure of the Organization to comply with these Terms because of an act of God, epidemic, outbreak, war, fire, riot, terrorism, earthquake, actions of federal, state or local governmental authorities or for any other reason beyond the reasonable control of the Organization, shall not be deemed a breach of these Terms.

Questions?

If you have any questions about our Terms, please contact us at privacy@thewolfandthebee.org.