

WOMEN IN RETAIL LEADERSHIP CIRCLE USER AGREEMENT

NOTICE: By using this site, you are agreeing to be legally bound by all of the terms and conditions set forth below.

This page contains the User Agreement ("Agreement") between you and NAPCO Media (NAPCO), located at 1500 Spring Garden Street, Suite 1200, Philadelphia, PA 19130, the parent company of the Women In Retail Leadership Circle (the "Site"). The term "Site" as it is used in this Agreement includes any wireless device optimized version of the Women in Retail Leadership Circle.

In this Agreement, "you" and "your" refer to the person or entity accessing the Site.

1. Grant of Limited Rights

NAPCO grants you a non-exclusive, non-transferable, limited right to access, use and display the Site and the materials provided therein, and to download or print content displayed on our Site provided that you comply fully with this Agreement. You may use the Site for your personal professional activities.

Unless expressly licensed under a separate agreement with NAPCO, you may not make any commercial use of the Site, including through charging others for access to, or selling collections of, material gathered from the Site. You are not permitted to copy any portion of our Site for distribution to others. Any other use, including without limitation the reproduction, modification, distribution, transmission, republication, display, performance, re-hosting, tampering, framing, or embedding of the Site, is strictly prohibited without our prior written consent. You agree not to use programs, scripts, code or other available methods to download or view multiple pages of content from the Site in an automated fashion. When retrieving information from the Site, you are prohibited from using or attempting to use spiders, robots, avatars, intelligent agents, or any other extraction or navigation search except for a commercially available web browser. Without limiting the foregoing, you expressly agree that you will not, and will not permit others to attempt to sell or otherwise provide materials obtained through this Site to third parties.

2. Your Password

As part of the registration process, you will select a password. Under no circumstances may you permit any other person or entity to use your password for the purpose of accessing the Site, nor may you use your password to access the Site for the benefit of anyone else. You are solely responsible for maintaining the confidentiality of your password.

3. Copyright and Trademarks.

The Site is owned or licensed by NAPCO. NAPCO retains all right, title, and interest in and to the content of the Site, including the selection, organization and arrangement thereof. Copyright, trademark and other laws protect the Site and its content.

4. Forums and User Submissions

The Site may include features such as chat rooms, bulletin board services or other interactive communication facilities (collectively, the "Forums"), which permit users to post content ("User Content"). NAPCO cannot and does not undertake to review all User Content. NAPCO reserves the right, but has no obligation, to monitor the Forums and to edit, modify or delete any User Content that NAPCO in its sole discretion determines violate this Agreement or are contrary to any NAPCO policy or NAPCO's business interests and customer relations.

You are entirely responsible for all User Content that you share. You represent and warrant, in posting any User Content, that: (a) you own or otherwise have all necessary rights in and to the User Content, or that they are in the public domain; and (b) the User Content is authentic, true, accurate, current and complete. You further agree not to post or transmit through our site any material that (i) violates or infringes in any way upon the rights of others, (ii) is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, or (iii) encourages conduct that would constitute a criminal offense, gives rise to civil liability or otherwise violate any law (iv) that violates the copyright or intellectual property rights of any person or entity, (v) constitutes a virus or any other

harmful component, that may harm, interfere, or modify the activities of the Service or any of its components, or (vi) advertises or solicits the sale of goods or services (other than NAPCO's goods or services). You agree not to use the Forums or any other area of the Site to send the same or substantially similar unsolicited electronic mail messages, whether commercial or not, to multiple recipients.

By posting User Content to the Forums, you grant NAPCO a royalty-free, perpetual, irrevocable, worldwide, non-exclusive and transferable right and license to display, reproduce, copy, modify, use, and archive the User Content, for any purpose, in any form, media, or technology of any kind now existing or developed in the future for the full term of any rights that may exist in the User Content.

5. Agent to Receive Notification of Claimed Infringement

If you believe that any material published on the Site has been used in a way that constitutes copyright infringement and if you are authorized to act on behalf of the owner of the copyright that is allegedly infringed, please notify the NAPCO's Copyright Agent of any alleged infringement. Your notice to the Copyright Agent should be in the form of a written, signed statement containing the following information: (1) a description of the infringing material; (2) a description of the copyrighted work(s) that you believe has been infringed; (3) the name of the owner of the copyright; (4) your name; (5) your address, telephone number and/or email address; (6) a statement that you have a good faith belief that the allegedly infringing use was not authorized by the owner, an agent for the owner, or by law; (7) a statement that all of the information you have provided is true; and (8) a statement, made under penalty of perjury, that you are the owner of the copyright or are authorized to act on behalf of the owner.

Digital Millennium Copyright Act (DMCA) notices and counter-notices with respect to NAPCO should be sent to our agent, Jennifer Bytof, 1500 Spring Garden St., Suite 1200, Philadelphia, PA 19130, jbytof@napco.com, fax 215-238-5384. We have a policy of terminating the accounts of repeat infringers.

6. Membership Fees

Certain components or functionalities of this Site may be available to certain users only upon payment of the membership fees.

Your membership to the Women in Retail Leadership Circle is annual. Annual members will be sent a reminder notice before the expiration of your membership term that alerts you to the upcoming membership renewal.

- a. You agree to pay, using a valid payment card which NAPCO accepts, all fees and charges, including applicable taxes, you have incurred through your account to access Women in Retail Leadership Circle. For purposes of identification and billing, you agree to provide accurate and complete information, including your legal name, address, telephone number(s), and applicable payment data, and to update this information through updating your profile page on the Site or through Customer Service at 1-800-777-8074 promptly when changes occur.
- b. NAPCO reserves the right to increase fees and surcharges, including fees for membership-based services, or to institute new fees at any time, upon reasonable notice posted in advance on this Site or sent to you based on contact information you provide in your profile page. Your rate remains in effect throughout your selected membership period, and is subject to increase only at the time of renewal. You will be sent a reminder about the renewal, which will contain the applicable membership rate, to the email address provided in your profile.
- c. You can cancel your membership subject to the following terms:
 1. Memberships are billed annually at the time for your acceptance and confirmation. You may cancel within 30 days of joining by contacting Customer Service calling 1-800-777-8074 or sending an email to WIRLCTLC@napco.com. Your access to the Site will terminate immediately, but no refund will be issued.
 2. For any membership questions, you may also write to us at Women In Retail Leadership Circle Customer Service, 1500 Spring Garden Street, Suite 1200, Philadelphia, PA 19130 or you can call us at the following toll-free number: 1-800-777-8074.

7. Termination

NAPCO may terminate your access to the Site at any time at its sole discretion, provided that we provide a pro rata refund of current membership fees. NAPCO may restrict, suspend or terminate this Agreement and your access to the Site, in whole or in part, without notice and without refund, in the event of any breach or threatened breach by you of any term of this Agreement.

8. Disclaimers, Limitation of Warranty, Limitation of Liability, Indemnity

The Site is provided as a community, research and reference tool. Although NAPCO makes every reasonable effort to ensure that the information provided through the Site is useful, accurate, and current, NAPCO cannot guarantee that the information contained on the Site will be error-free. By proceeding to access the Site, you assume all responsibility for and risk arising from your access to and use of and reliance upon the Site and its contents. This Site and the information available through it do not, and are not intended to constitute legal advice. Should you require legal advice, or other professional assistance, you should consult your own attorney or appropriate professional.

Except as expressly set forth herein, the Site, including its content, is provided "as is." NAPCO does not warrant that the information and functions contained in the Site will be uninterrupted or error-free or that the Site is free of viruses or other harmful components. NAPCO disclaims all warranties, express and implied, including the implied warranties of merchantability and of fitness for a particular purpose with respect to the Site and the information contained on it. We will not be liable for any incidental, indirect, consequential, special, punitive or exemplary damages of any kind, including lost revenues, lost profits, or loss of data arising out of your use of this site, even if NAPCO has been advised of the possibility of such loss. In the event that any of the foregoing limitations and disclaimers is ineffective, you agree that our maximum liability to you shall be the total of the fees you have paid to us in connection with your access to the Site during your current renewal period.

You agree to indemnify, defend and hold NAPCO harmless from any and all claims, demands or causes of action arising from or relating in any manner to any breach or alleged breach by you of the terms and conditions of this Agreement. NAPCO may elect in its discretion to assume the defense of any such matter and you shall not settle any such matter without NAPCO's consent.

9. Liquidated Damages

In the event that you breach this Agreement, such as by providing access to the Site or its contents to non-subscribers, you agree to pay NAPCO Ten Thousand Dollars (\$10,000.00) for each breach of this Agreement as liquidated damages, it being agreed that NAPCO's damages might be impossible to ascertain and that Ten Thousand Dollars (\$10,000.00) per violation constitutes a fair and reasonable compensation.

10. Modifications

NAPCO may modify this Agreement and any policies affecting the Site effective immediately upon notice to you posted to the Site or distributed via electronic mail or conventional mail. Your continued use of the Site following notice of any modification to this Agreement shall be conclusively deemed an acceptance of all such modification(s).

11. Choice of Law, Agreement to Personal Jurisdiction

Any dispute arising from or related in any way to this Agreement shall be litigated only in the state and federal courts of Pennsylvania, to whose jurisdiction you consent. Any such dispute shall be governed by and construed in accordance with the laws of the state of Pennsylvania (excluding its choice of law rules).

12. General

This Agreement constitutes the entire agreement between you and NAPCO with respect to the Site and supersedes all prior agreements, whether written or oral, with respect to the subject matter hereof.