



Member-2-Member Marketplace Sign up Form

All four sections **MUST** be completed in full for your listing to be processed, including the checkbox in Section IV.
You will be contacted within two business days of submitting this form.

I. Contact Information:

First Name: _____

Last Name: _____

Email: _____

Confirm Email: _____

Member Number: _____

Telephone: _____

Street Address 1: _____

Street Address 2: _____

City: _____

Province/State: _____

Country: _____

Zip Code: _____

II. Method of Payment (payment must be included for order to be processed; USD only):

Check Visa American Express MasterCard

Credit Card orders cannot be processed if the following information is not completed:

Cardholder's Name: _____

Day telephone number: _____

Cardholder's Address: _____

Credit Card Number: _____

Expiration Date: _____

4-digit security code on back of card, American Express cards only: ____ Required for all AMEX orders.

Cardholder's Signature: _____

III. Listing Information:

Company Name: _____

Company Website: _____

Company Email: _____

Company Phone: _____

Description of Business (25-word limit; see Guidelines for sample listings):

My description will be emailed to wendy@soroptimist.org. Please indicate "Member-2-Member Marketplace Listing" in the subject line of the email.

IV. Terms and Conditions: The Member-2-Member Marketplace Terms of Service

IMPORTANT - BY COMPLETING THIS SIGN UP FORM AND CHECKING ON THE "I AGREE" BOX THAT APPEARS AT THE BOTTOM OF THIS PAGE YOU ARE INDICATING THAT YOU HAVE READ AND AGREED TO THESE TERMS OF SERVICE.

Welcome to the Member-2-Member Marketplace, an online marketplace offered by Soroptimist International of the Americas, Inc. ("Soroptimist") to members. Soroptimist makes this benefit available for the purpose of connecting members who desire to locate products and services offered by women-owned and operated businesses. By using the Marketplace, you agree, without limitation or qualification, to be bound by these terms of service and such other additional or alternative terms, conditions, and guidelines, including the Soroptimist Member-2-Member Marketplace Guidelines (defined below), rules and policies, each as amended from time to time, that are referred to herein, displayed to you or to which you may be directed in connection with this benefit, including those posted on the Soroptimist website (collectively the "Terms of Service"). "You" means the party that has entered into these Terms of Service and clicked on the "I Agree" box that appears below, any entity identified in the registration information submitted hereunder by such party or by any affiliated persons of such party and any third party acting on behalf of any of the above, each of which shall also be bound by these Terms of Service.

These Terms of Service, as defined above, or any part thereof, may be amended by Soroptimist in its sole discretion. You agree to go to the Soroptimist website periodically to be aware of any such amendments.

Registration

Only those listings approved by Soroptimist shall be posted on the Marketplace. To become an approved listing agent of the Marketplace, you must register and provide specified information to Soroptimist. You represent that your registration information shall be current, complete and accurate at the time of registration.

Email Communications

You hereby acknowledge and agree that Soroptimist may send you email communications pertaining to the Marketplace, as well as related offers that Soroptimist believes may be of interest to you, and you hereby consent to receiving such email communications. In respect of emails relating to other Soroptimist offers only, you can chose to unsubscribe from any such email communications by following the unsubscribe directions posted at the bottom of the applicable email.

Your Listing

Subject to Soroptimist approval, you shall create your own listing in accordance with the Soroptimist Member-2-Member Marketplace Guidelines, as they may be amended or supplemented from time to time by Soroptimist, and which are incorporated by reference and made part of these Terms of Service. You are solely responsible for any listing once submitted to Soroptimist for publishing on the Marketplace. Listings run for a period of 12 months. When you submit your listing, you are confirming to Soroptimist that you own the listing and/or have full rights to its use. Soroptimist claims no ownership rights in any listing you submit to the Marketplace.

Placement of Listings and Compliance with Marketplace Guidelines

All listings must comply with the Soroptimist Member-2-Member Marketplace Guidelines found at www.soroptimist.org, as amended from time to time by Soroptimist, at its sole discretion.

Payment

Upon registration for the Marketplace, you shall prepay \$75.00 (USD). If your listing is not approved by Soroptimist, you shall be reimbursed the full amount.

When you pay by credit card, you expressly authorize Soroptimist or its agents to charge all fees and charges incurred by you to such card. If you use a credit card and Soroptimist does not receive payment from, or is subsequently required to repay any payment to, the card issuer, you agree to pay all amounts due upon demand by Soroptimist.

Refund Policy

All Marketplace fees are prepaid in advance of the provision of any services hereunder. In the event that you decide to terminate your listing, you must provide 30 business days [can be hard to calculate – use 45 days instead?] prior written notice to Soroptimist by contacting membership services at siahq@soroptimist.org. No refunds shall be granted for terminated listings.

Termination

Notwithstanding anything contained in these Terms of Service to the contrary, Soroptimist may, in its sole discretion and without notice, terminate or suspend your listing and/or terminate these Terms of Service for any reason, including as a result of any conduct that Soroptimist, in its sole discretion, believes is in violation of these Terms of Service, including its policies or guidelines, such as the Soroptimist Member-2-Member Marketplace Guidelines, or any applicable bylaw. You may terminate your listing and these Terms of Service at any time, in accordance with the provisions above, by contacting membership services at siahq@soroptimist.org.

The termination of these Terms of Service with or without cause shall not release either party hereto from any liability which at the time of termination has already accrued to the other party or which thereafter may accrue with respect to any act or omission prior to termination.

Representations and Warranties

You hereby represent and warrant that you have all right, power, and authority necessary to enter into these Terms of Service and perform your obligations hereunder. You further represent and warrant that your listing, your website(s) and any site to which your listing and/or website link, whether directly or indirectly:

1. complies with any bylaws, terms, conditions, guidelines, including the Soroptimist Member-2-Member Marketplace Guidelines, rules and policies, each as amended from time to time, that are referred to herein, displayed to you or to which you may be directed in connection with the Marketplace;
2. does not mislead the public in any way or constitute fraudulent activity;
3. does not offend visitors due to defamatory, slanderous, libelous, threatening, violent, racist, hateful, sexual, obscene or otherwise offensive content;
4. does not violate any US federal, provincial or local laws (including, but not limited to, those governing export control, consumer protection, unfair competition, antidiscrimination, gambling, or false advertising), and any other applicable laws;
5. does not infringe in any way any copyright, patent, trademark or other intellectual property or other proprietary rights of any third party.

It is your sole responsibility to determine whether your listing complies with these Terms of Service, the bylaws of Soroptimist, any terms, conditions, guidelines, including the Soroptimist Member-2-Member Marketplace Guidelines, rules and policies, each as amended from time to time, that are referred to herein, displayed to you or to which you may be directed in connection with the Marketplace.

You hereby acknowledge and agree that Soroptimist is not responsible for maintenance of your listing, order fulfillment or any issue relating to cancellation, returns or customer service issues concerning your business.

Soroptimist hereby represents and warrants that to the best of its knowledge:

1. it has the right to operate the Marketplace and www.soroptimist.org; and
2. the Marketplace does not violate any federal, provincial or local laws (including, but not limited to, those governing export control, consumer protection, unfair competition, antidiscrimination, gambling, or false advertising), and any other applicable laws.

Indemnity

You agree to defend, indemnify and hold Soroptimist, its members, clubs, suppliers, co-branders and other partners, directors, officers, employees and agents (collectively, the "Indemnified Parties") harmless from any and all liabilities, claims, costs and expenses, including reasonable attorneys' fees, incurred by the Indemnified Parties in connection with any claim arising out of any breach by you or any user of your account of these Terms of Service, any claim made by any third party due to or arising out of content you submit, post or make available through the Marketplace, your use of the Marketplace, or your violation of any rights of another. You shall cooperate as fully as reasonably required in defense of any such claim. Soroptimist reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you.

Trademarks

Any trademarks, trade names or logos displayed on the Marketplace are the property of their respective owners and shall not be used in any manner without the prior written consent of the owner. Any use of any Soroptimist trademarks, trade names or logos appearing on the Marketplace without the express written consent of Soroptimist is strictly prohibited.

DISCLAIMER OF WARRANTIES

YOU AGREE THAT USE OF THE MARKETPLACE IS ENTIRELY AT YOUR OWN RISK. THE MARKETPLACE IS PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND. ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. TO THE FULLEST EXTENT PERMITTED BY LAW, SOROPTIMIST DISCLAIMS ANY WARRANTIES FOR THE SECURITY, RELIABILITY, TIMELINESS, ACCURACY, AND PERFORMANCE OF THE MARKETPLACE. TO THE FULLEST EXTENT PERMITTED BY LAW, SOROPTIMIST DISCLAIMS ANY WARRANTIES FOR OTHER SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON THE MARKETPLACE OR ACCESSED THROUGH ANY LINKS ON THE MARKETPLACE. TO THE FULLEST EXTENT PERMITTED BY LAW, SOROPTIMIST DISCLAIMS ANY WARRANTIES FOR VIRUSES OR OTHER HARMFUL COMPONENTS IN CONNECTION WITH THE MARKETPLACE. Some jurisdictions do not allow the disclaimer of implied warranties. In such jurisdictions, some of the foregoing disclaimers may not apply to you insofar as they relate to implied warranties.

LIMITATIONS OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL SOROPTIMIST BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES (EVEN IF SOROPTIMIST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM ANY ASPECT OF YOUR USE OF THE MARKETPLACE OR ANY SERVICES OR GOODS LISTED THEREIN, WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF THE MARKETPLACE, FROM

INABILITY TO USE THE MARKETPLACE, OR THE INTERRUPTION, SUSPENSION, MODIFICATION, ALTERATION, OR TERMINATION OF THE MARKETPLACE. SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF OTHER SERVICES OR PRODUCTS RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE MARKETPLACE OR ANY LINKS ON THE MARKETPLACE, AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE MARKETPLACE OR ANY LINKS ON THE MARKETPLACE. THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. In some jurisdictions, limitations of liability are not permitted. In such jurisdictions, some of the foregoing limitation may not apply to you.

Miscellaneous

These Terms of Service, as defined above, constitute the entire agreement between Soroptimist and you pertaining to the subject matter of this agreement, including your use of the Marketplace. Soroptimist's failure to insist upon or enforce strict performance of any right or provision of these Terms of Service shall not constitute or be construed as a waiver of any right or provision. If any of the provisions (or parts thereof) contained in these Terms of Service are determined to be void, invalid or otherwise unenforceable by a court of competent jurisdiction, such determination shall not affect the remaining provisions (or parts thereof) contained herein. Soroptimist may assign its rights or delegate its obligations under these Terms of Service without your prior written consent, as long as the assignee expressly assumes in writing the performance of all of the terms of these Terms of Service. These Terms of Service and the relationship between you and Soroptimist shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of law provisions. You and Soroptimist agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Philadelphia, Pennsylvania USA. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Marketplace or these Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred. The parties have required that the Terms of Service and all documents relating thereto be drawn up in English.

BY CHECKING THIS BOX, I AGREE TO THESE TERMS OF SERVICE FOR THE USE OF THE SOROPTIMIST MEMBER-2-MEMBER MARKETPLACE.

Fax or mail this form with payment to:
Soroptimist International of the Americas, Inc.
1709 Spruce Street
Philadelphia, PA 19103
Phone: 215-893-9000 ext. 139
Fax 215-893-5200
Attn: Membership Department