

WAUSAU AREA CONNECTERS TERMS AND CONDITIONS

TERMS & CONDITIONS.

Wausau Area Connecters Terms & Conditions, effective September 1, 2023 (the “Terms & Conditions”) applies to: (1) all individuals using (each a “User Participant”) the Wausau Area Connecters program, online, virtual communication, social interaction and information program (the “Program”), (2) all Wausau Area Connecters (from hereon in referred to as “Connecters”). These Terms & Conditions are subject to change without notice. The latest effective Terms & Conditions will be posted and available to all Participants on the Wausome website. The Program is a strategy of the Community Foundation of North Central Wisconsin, Inc. (sometimes referred to as “Wausome” in these Terms & Conditions) that seeks to improve community attachment and belonging and thereby increase retention and attraction of talent in the Greater Wausau Area. The Program is driven by the participation of voluntary “Connecters” who apply and are approved by The Community Foundation of North Central Wisconsin, Inc. to be a Wausau Area Connector. A “Wausau Area Connector” is a professional who is willing to engage with people about the things the Wausau Area Connector loves the most or recommends within the categories of things to do, places to live and ways to make an impact in the Greater Wausau Area. Wausau Area Connecters select topics they want to talk about (e.g. networking events, jobs and career opportunities, outdoor recreation, places to eat, etc.) and User Participants connect with Wausau Area Connecters to ask questions, get recommendations and learn. Wausau Area Connecters also connect with User Participants about their field of work. The Wausau Area Connecters agree to allow their name, photo, a brief bio, and organization to be shared on the Program’s webpage. User Participants will reach out to Wausau Area Connecters to ask questions, get advice, and learn about professional or other groups and careers in the Greater Wausau Area. Participation in the Program is voluntary and on an individual basis. **BY PARTICIPATING IN THE PROGRAM, EACH PARTICIPANT AGREES TO BE BOUND BY THESE TERMS & CONDITIONS AND THE WAUSAU AREA CONNECTERS CODES OF CONDUCT. IF YOU DO NOT AGREE TO THESE TERMS & CONDITIONS, DO NOT PARTICIPATE IN THE PROGRAM.**

Each type of Participant represents and agrees to the following: You represent that you are at least eighteen (18) years old. You understand and agree that, unless otherwise stated in writing by Wausome, each Wausau Area Connector is acting solely in that Connector’s individual capacity and is not acting as a representative of, or on behalf of, the Community Foundation of North Central Wisconsin, Inc., nor the Connector’s employer, professional society, non-profit or charity organization,

current school or alma mater, sponsor, or any other person or entity. You understand and agree that, unless otherwise stated in writing by Wausau Area Connecters, each User Participant is acting in the User Participant's individual capacity and is not acting as a representative on behalf of User Participant's employer, professional society, non-profit or charity organization, current school or alma mater, sponsor, Wausome, or anyone other person or entity. For Wausau Area Connecters, you agree that you must complete all necessary Wausau Area Connector application information and obtain approval to serve as a Connector from The Community Foundation of North Central Wisconsin, Inc. prior to engaging or interacting with any User Participant on the Program. You represent that all information you enter in order to apply to become a Connector is true and correct to the best of your knowledge. If you willfully enter any false information with deceptive intent, you acknowledge that The Community Foundation of North Central Wisconsin, Inc. reserves the right to terminate your participation in the Program immediately upon discovery of such false information. If you enter any false or incorrect information through mistake, without any deceptive intent, you agree to correct such false or incorrect information upon discovery of, or receipt of notification of, such false or incorrect information. If you do not correct such false or incorrect information in a timely manner, you acknowledge that The Community Foundation of North Central Wisconsin, Inc. reserves the right to terminate your participation in the Program. If any information that you have entered should change, you agree to timely update such information. If you do not timely update such information, you acknowledge that The Community Foundation of North Central Wisconsin, Inc. reserves the right to terminate your participation in the Program at any time without cause.

You confirm that you have read and understood the Wausau Area Connecters Codes of Conduct. You agree to abide by the terms of the applicable code of conduct (Wausau Area Connecters Code of Conduct) that govern your participation in the Program. You acknowledge that The Community Foundation of North Central Wisconsin, Inc. reserves the right to terminate, in its sole discretion, your participation in the Program if you violate any of the terms of the applicable Wausau Area Connecters Code of Conduct or these Terms & Conditions.

You may have the opportunity to provide feedback, comments, suggestions, and ideas concerning use of, or suggested improvements or enhancements to, the Program ("Feedback"). Feedback may also include your responses to surveys or other reporting. The Community Foundation of North Central Wisconsin, Inc. and its authorized third-party providers may obtain information from you regarding the use of the Program. You agree that your Feedback is provided gratuitously, unsolicited and without restriction. The Community Foundation of North Central Wisconsin, Inc. shall have no duties or obligations with respect to Feedback provided by you. The Community Foundation of North Central

Wisconsin, Inc. shall be entitled to use and disseminate any Feedback for any purpose, at its discretion, without any compensation to you.

The Community Foundation of North Central Wisconsin, Inc. either owns, or has licensed, all U.S. legal right, title and interest in and to the Program, including, but not limited to, any trademark, copyright, patent, trade secret, trade dress, service marks and other worldwide intellectual property rights as they relate to the Program (the "Intellectual Property"). These Terms & Conditions do not grant you any rights with respect to the Intellectual Property. Wausau Area Connecters, the Wausome logo, and other Wausome or Community Foundation of North Central Wisconsin, Inc.'s trademarks, service marks, graphics and logos used in connection with the Program are trademarks or registered trademarks of The Community Foundation of North Central Wisconsin, Inc. (collectively, "The Wausome Marks"). Other trademarks, service marks, graphics and logos used in connection with the Program are the trademarks of their respective owners (collectively, "Third Party Marks"). The Wausome marks and Third Party Marks may not be copied, imitated, or used, in whole or in part, without the prior written permission of The Community Foundation of North Central Wisconsin, Inc. or the applicable trademark holder. The Program and all content are protected by copyright, trademark, patent, trade secret, international treaties, laws and other proprietary rights and also may have security components that protect digital information only as authorized by The Community Foundation of North Central Wisconsin, Inc. or the owner of the content. THE PROGRAM IS MADE AVAILABLE "AS IS" WITH NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMMUNITY FOUNDATION OF NORTH CENTRAL WISCONSIN, Inc. DISCLAIMS ALL WARRANTIES. THE COMMUNITY FOUNDATION OF NORTH CENTRAL WISCONSIN DOES NOT CONDUCT CRIMINAL BACKGROUND CHECKS ON PROGRAM PARTICIPANTS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE COMMUNITY FOUNDATION OF NORTH CENTRAL WISCONSIN, INC. BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, COMPENSATORY, CONSEQUENTIAL, AND/OR INCIDENTAL, ARISING OUT OF OR RELATING TO THE CONDUCT OF YOU OR ANYONE ELSE IN CONNECTION WITH THE PROGRAM, INCLUDING, WITHOUT LIMITATION, BODILY INJURY, EMOTIONAL DISTRESS, AND/OR ANY OTHER DAMAGES RESULTING FROM COMMUNICATIONS OR MEETINGS BETWEEN PARTICIPANTS. THIS INCLUDES ANY CLAIMS, LOSSES, OR DAMAGES ARISING FROM THE CONDUCT OF PARTICIPANTS. TO THE EXTENT A COURT OF COMPETENT JURISDICTION FINDS THE COMMUNITY FOUNDATION OF NORTH CENTRAL WISCONSIN, INC. LIABLE FOR ANY OF THE FOREGOING, THE COMMUNITY FOUNDATION OF NORTH CENTRAL WISCONSIN'S AGGREGATE LIABILITY SHALL NOT EXCEED U.S. \$100.00. These Terms & Conditions shall be

governed by the laws of the State of Wisconsin without regard to its principles of conflict of law. If any provision of these Terms & Conditions is judged invalid or unenforceable for any reason, its remaining provisions shall continue in full force and effect. Each party hereto agrees to waive its right to a jury trial. Further each party agrees to bring any claim under these Terms & Conditions within one (1) year from the date the claim arose. Each party acknowledges that no party will bring, or participate in, any class action or other class proceeding in connection with any dispute with any other party. Further, no party agrees to class arbitration or any arbitration where a person brings a dispute as a representative of another person(s). These Terms & Conditions, and the affiliated Codes of Conduct, represent the sole and entire agreement of the Participants and Wausome with respect to the Wausau Area Connectors program, and supersedes all prior and contemporaneous understandings, agreements, and representations, both written and oral, with respect to the Wausau Area Connectors program. By agreeing to these Terms & Conditions, you confirm that you have read, understood, and agree to abide by these Terms & Conditions.