

American Chamber of Commerce

E Pluribus Unum

Terms and Conditions: 03-23-2024

PLEASE REVIEW THE FOLLOWING TERMS AND CONDITIONS CAREFULLY:

A) ACCEPTANCE OF USER AGREEMENT

While the American Chamber of Commerce B2B Network is a closed private association dedicated to Member-to-Member commerce, we will be introducing and managing a volume of new or existing external, public-facing websites, directories and shopping options, as well as maximizing our social media profiles for PR, marketing, SEO and B2C commerce opportunities.

Our Terms of Service and Privacy Policies apply across all existing and future Chamber assets and entities.

BY APPLYING FOR AND JOINING AMERICAN CHAMBER OF COMMERCE (“THE CHAMBER”), OR BY ACCESSING OUR WEBSITES AND CONTENT, OR BY USING OTHER INFORMATION PROVIDED AS PART OF THE AMERICAN CHAMBER OF COMMERCE SERVICES (COLLECTIVELY, THE “SERVICES”), YOU BECOME A “USER” AND AGREE THAT YOU HAVE ENTERED INTO A LEGALLY BINDING

AGREEMENT WITH THE AMERICAN CHAMBER OF COMMERCE, BURLINGAME, CA (“WE,” “US,” “OUR,” “AMERICAN CHAMBER OF COMMERCE,” “AMERICAN CHAMBER,” AND “THE CHAMBER”), THE TERMS OF WHICH CONSIST OF THIS USER AGREEMENT, THE CODE OF CONDUCT AND THE AMERICAN CHAMBER OF COMMERCE’S PRIVACY POLICY , BOTH OF WHICH ARE HEREBY INCORPORATED BY REFERENCE (COLLECTIVELY REFERRED TO AS THE “AGREEMENT” OR “TERMS OF SERVICE”).

IF YOU ARE USING OR ACCESSING THE SERVICES ON BEHALF OF A BUSINESS ENTITY, YOU ARE REPRESENTING THAT YOU HAVE THE AUTHORITY TO BIND THE COMPANY OR OTHER LEGAL ENTITY TO THE TERMS OF THE AGREEMENT AND ACKNOWLEDGE AND UNDERSTAND THAT BOTH YOU, INDIVIDUALLY, AND THE BUSINESS ENTITY WHICH YOU REPRESENT ARE BOUND BY THIS AGREEMENT. IF YOU DO NOT WANT TO REGISTER A MEMBERSHIP ACCOUNT AND BECOME A MEMBER, DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, DO NOT CLICK “JOIN THE AMERICAN CHAMBER OF COMMERCE” AND DO NOT ACCESS, VIEW, DOWNLOAD OR OTHERWISE USE ANY AMERICAN CHAMBER OF COMMERCE WEBPAGE, INFORMATION OR SERVICES. BY CLICKING “JOIN NOW,” YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THAT YOU AGREE, ON BEHALF OF YOURSELF AND ON BEHALF OF ANY BUSINESS ENTITY WHICH YOU REPRESENT, TO BE BOUND BY ALL OF ITS PROVISIONS. BY CLICKING “JOIN NOW,” YOU ALSO CONSENT TO USE ELECTRONIC SIGNATURES AND ACKNOWLEDGE YOUR CLICK OF THE “JOIN NOW” BUTTON AS ONE.

B) MEMBER OBLIGATIONS.

1. License and warranty for your submissions to the Chamber: By establishing a Chamber Account and accepting these Terms of Service, you agree that the Chamber may assist you in setting up your profile by using information regarding you, provided by you, to populate your profile. You own or otherwise have the lawful right to provide the information that you provide to the Chamber or allow the Chamber to access under this Agreement. You may delete your content at any time, unless you have shared information or content with other Users and they have not deleted it, or it was copied or stored by other Users during the time that you made it available on Chamber website(s). Additionally, you grant the Chamber a nonexclusive, irrevocable, worldwide, perpetual, unlimited, assignable, sublicensable, cost-free and royalty-free right to copy, promote, evangelize, prepare derivative works of, improve, distribute, publish, remove, retain, add, process, analyze, use and commercialize, in any way now known or in the future discovered, any information you provide, directly or indirectly, to the Chamber, including, but not limited to, any user-generated content, publicly available online information (*such as the Member's website(s), social media or catalogues*) used by the Chamber to promote your profile, products, services, ideas, concepts, techniques or data (*but excluding email addresses*), without any further consent, notice and/or compensation to you or to any third parties. Any information you submit to us is at your own risk of loss. By providing information to us, you represent, agree and warrant that you are entitled to submit the information and that the information is accurate, not confidential, and not in violation of any third-party rights or other contractual restrictions.

You agree to accept the official mandate of the American Chamber of Commerce to utilize content published on the Chamber platform by any Chamber member, and Member-related content obtained from any other source (*including social media*), to evangelize and promote Member businesses, overall Chamber membership and the Chamber itself.

Without limiting the generality of the foregoing, you represent, warrant, and agree that: (a) at the time of sending any communication using the Services, you have or will have obtained any and all necessary consents required or is otherwise able under applicable law, including applicable anti-spam legislation, from your contacts to use their email address for the purpose of sending such emails or other electronic communications; and (b) if such recipient advises you that it no longer wishes to receive further commercial electronic messages or you otherwise determine that you no longer have lawful consent to send them electronic communications, you will ensure that the Chamber is immediately made aware of such change in circumstances. Furthermore, you acknowledge that the template messages provided by the Chamber in connection with the Services are for convenience and example only and that you are solely responsible for selecting the content of communications that you transmit using the Services, including ensuring that such content complies with all applicable laws. It is your responsibility to keep your Chamber profile information accurate and updated.

2. Service Eligibility: To be eligible to use the Service, you must meet the following criteria and you hereby represent and warrant that you: (1) are 18 years of age or older, or represented by a legal guardian; (2) are not currently restricted from the Services, or not otherwise prohibited from having a Chamber account, (3) are not a competitor of the Chamber or are not using the Services for reasons that are in competition with the Chamber; (4) will only maintain one Chamber account per legal active business entity at any given time; (5) have full power and authority to enter into this Agreement, including on behalf of any entity or other person for whom you are acting as a representative, and doing so will not violate any other agreement to which you, or the person or entity you are representing, are a party; (6) will not violate any rights of the Chamber, including intellectual property rights such as copyright or trademark rights; and (7) agree to provide at your cost all equipment, software, and internet access necessary to use the Services.

3. User ID and Password: You agree to: (1) keep your password secure and confidential; (2) not permit others to use or otherwise access your account; (3) not use or otherwise access other Users' accounts; and (4) not sell, trade, rent, lease, share, or otherwise transfer your Chamber account or a right to access your Chamber account, or any portion thereof, to another party. You are responsible for anything that happens through or involving your account until you close down your account or prove to the Chamber's reasonable satisfaction that your account security was compromised due to no fault of your own. To close your account, please visit the My Accounts section within the Chamber application.

4. Indemnification: You will fully indemnify, defend and hold us harmless for all damages, losses and costs (*including, but not limited to, reasonable legal fees and costs*), fines, administrative monetary penalties or settlement costs, ("*Losses*") related to all third-party claims, charges, regulatory and other investigations, caused by (1) your failure to comply with this Agreement, including, without limitation, your submission of content that violates third-party rights or applicable laws, (2) any content you submit to the Services, and (3) any activity in your account or which you engage in or through your use of the Services. You will further indemnify, defend, and hold us harmless from and any and all Losses arising from (a) any breach or inaccuracy of Section 2 above; or (b) any claim or allegation that you or the Chamber has transmitted a communication using the Services in violation of applicable law, including applicable anti-spam legislation.

5. Payment: If you purchase any services that we offer for a fee, either on a one-time or subscription basis ("*autorenewal*"), those Services are subject to this Agreement and any additional terms which you accept in connection with registering for the Services. When you purchase Chamber Products, Services or annual membership with autorenewal, you agree that we may store your payment information and that we may use that payment information to charge

the applicable fees for the Services (*including, without limitation, periodic subscription fees*) as they become due plus all related taxes, and to reimburse us for all collection costs and interest for any overdue amounts. Your obligation to pay fees continues through the end of the subscription period during which you cancel your subscription and are non-refundable. You also acknowledge that the Chamber's Services are subject to this Agreement and any additional terms related to the provision of the Service.

6. Communications from the Chamber to You: the Chamber, at its discretion, may contact or notify you regarding scheduled and unscheduled downtimes outside of our routine maintenance windows, changes to the Services or this Agreement or other items relating to the Services or your account using any of the following means: (a) a banner notice placed across the Chamber's pages; (b) an email from the Chamber to an email address associated with your account, even if we have other contact information; or (c) through your Chamber account or through other means including mobile number, telephone, or delivery services including the postal service. Please review your Settings to control what kind of messages you receive from the Chamber. You acknowledge and agree that the Chamber shall not be liable for any consequence resulting, directly or indirectly, from your failure to maintain accurate contact or other information, including, but not limited to, your failure to receive critical information about the Service.

7. User-to-User Communication and Sharing (*Groups, Discussions, Topics, Messaging, Promotions, Events, Tasks, Updates, Company Profiles, etc.*): The Chamber hosts various forums where you can post your observations and comments on designated topics. The Chamber also enables sharing of information by allowing Users to post updates, including links to third-party content, and other information such as events, promotions, and other content to their profile and other parts of the site, such as Profile Pages. The Chamber members can create Profile Pages and other Pages for free, however, the

Chamber may close or transfer any Profile Pages or other User created Pages, or remove content from them if the content violates this Agreement or others' intellectual property rights. NOTWITHSTANDING THE ABOVE, YOU ACKNOWLEDGE AND AGREE THAT THE AMERICAN CHAMBER OF COMMERCE IS NOT RESPONSIBLE FOR ANY CONTENT OR INFORMATION POSTED BY YOU OR ANY OTHER USER IN ANY AMERICAN CHAMBER OF COMMERCE HOSTED FORUM, BLOG, PAGE, CALENDAR OR WEBSITE THROUGH A USER CREATED MESSAGE OR OTHERWISE THROUGH THE SERVICES IN ANY MANNER. Please note that any ideas you post and any information you share may be seen and used by other Users, and the Chamber cannot guarantee that other Users will not use the ideas and information that you share on the Chamber. Therefore, if you have an idea or information that you would like to keep confidential and/or don't want others to use, or that is subject to third-party rights that may be infringed by your sharing it, do not post it to the Services, to any Chamber Users with which you have established a relationship, into your Network Updates, or elsewhere. THE AMERICAN CHAMBER OF COMMERCE IS NOT RESPONSIBLE FOR A USER'S MISUSE OR MISAPPROPRIATION OF ANY CONTENT OR INFORMATION YOU POST IN OR ON ANY AMERICAN CHAMBER OF COMMERCE HOSTED FORUM, BLOG, PAGE, CALENDAR OR WEBSITE OR THROUGH A USER CREATED MESSAGE OR OTHERWISE THROUGH THE SERVICES IN ANY MANNER.

8. Privacy: You should carefully read our full Privacy Policy before deciding to become a User as it is hereby incorporated into this Agreement by reference, and governs our treatment of any information, including personally identifiable/personal information you submit to us. Please note that certain information, statements, data, and content (*such as photographs*) which you may submit to The Chamber, or other Users using the Services might, or are likely to, reveal your gender, ethnic origin, nationality, age, and/or other

personal information about you. You acknowledge that your submission of any information, statements, data, and content to us is voluntary on your part.

9. Export Control: Your use of Chamber services, including our software, is subject to export and re-export control laws and regulations, including the Export Administration Regulations (“*EAR*”) maintained by the United States Department of Commerce and sanctions programs maintained by the Treasury Department's Office of Foreign Assets Control. You shall not — directly or indirectly — sell, export, re-export, transfer, divert, or otherwise dispose of any software or service to any end-user without obtaining the required authorizations from the appropriate government authorities, as well as provide simultaneous notice to an American Chamber email address. You also warrant that you are not prohibited from receiving US origin products, including services or software.

10. Contributions to the Chamber: By submitting ideas, suggestions, documents, and/or proposals (“*Contributions*”) to the Chamber through its suggestion or feedback webpages, you acknowledge and agree that: (a) your Contributions do not contain confidential or proprietary information; (b) the Chamber is not under any obligation of confidentiality, express or implied, with respect to the Contributions; (c) the Chamber shall be entitled to use or disclose (*or choose not to use or disclose*) such Contributions for any purpose, in any way, in any media worldwide; (d) the Chamber may have something similar to the Contributions already under consideration or in development; (e) you irrevocably assign to the Chamber all rights to your Contributions; and (f) you are not entitled to any credits, compensation or reimbursement of any kind from the Chamber under any circumstances.

11. Invitations to Connect: If you invite other Users to do business with you or if you invite persons not yet members of the Chamber community to join the

Chamber and do business with you, the Chamber will not get involved unless some form of Chamber Services is requested. No messages, emails or reminders are generated or sent by the Chamber as a result of Member-generated communications unless those communications are specifically directed to the Chamber. We remind you that it is solely your responsibility to determine whether the Chamber's communications process is in compliance with applicable laws that affect your intended recipients.

C. YOUR RIGHTS.

On the condition that you comply with all your obligations under this Agreement, we grant you a limited, revocable, non-exclusive, non-assignable, non-sublicensable license and right to access Chamber Services, through a generally available web browser, mobile device or application (*but not through scraping, spidering, crawling or other technology or software used to access data without the express written consent of the Chamber or its Users*), view information and use the Services that we provide on the Chamber webpages and in accordance with this Agreement. Any other use of the Chamber contrary to the Code of Conduct is strictly prohibited and a violation of this Agreement. We reserve all rights not expressly granted in this Agreement, including, without limitation, title, ownership, intellectual property rights, and all other rights and interest in the Chamber, the Services, and all related items, including any and all copies made of the Chamber website.

D. OUR RIGHTS AND OBLIGATIONS.

1. Services Availability: For as long as the Chamber continues to offer the Services, the Chamber shall provide and seek to update, improve and expand

the Services. As a result, we allow you to access the Chamber as it may exist and be available on any given day and have no other obligations, except as expressly stated in this Agreement. We may modify, replace, refuse access to, suspend or discontinue the Chamber, partially or entirely, or change and modify prices for all or part of the Services for you or for all our users in our sole discretion. Members with the “Founder” designation, including “Founding Member” are not subject to price increases for the life of their account. All of these changes shall be effective upon their posting on our site or by direct communication to you unless otherwise noted. The Chamber further reserves the right to withhold, remove and or discard any content available as part of your account, with or without notice if deemed by the Chamber to be contrary to this Agreement. For avoidance of doubt, the Chamber has no obligation to store, maintain or provide you a copy of any content that you or other Users provide when using the Services.

2. Third Party Sites and Developers:

The Chamber may include links to third-party web sites (“*Third Party Sites*”) on [**http://www.AmericanChamber.net**](http://www.AmericanChamber.net) and elsewhere. The Chamber does not allow third-party developers to develop programs, features or other functions for the Chamber platform without first submitting a proposal and obtaining written permission through the Chamber prior to development or implementation. The Chamber is not responsible for and does not endorse any features, content, advertising, products or other materials on or available from Third Party Sites or Platform Applications. The Chamber also does not screen, audit, or endorse Platform Applications. Accordingly, if you decide to access Third Party Sites or use Platform Applications, you do so at your own risk and agree that your use of any Platform Application is on an “as-is,” “as-available” basis without any warranty as to the Platform Developer’s actions, and that this Agreement does not apply to your use of any Third Party Site or Developer Application. Please note: You have no right to allow a Platform Application or Third Party Site to authenticate to or connect with your

Chamber account. For additional information regarding Platform Developers and Platform Applications, please refer to the Chamber's Privacy Policy.

3. Third Party Services and Events.

The Chamber may help connect Members (*Users*) offering their services (*e.g., attorneys, accountants, business coaches, counselors, mental health professionals or other persons offering services to small businesses*) with Users seeking services. You acknowledge that the Chamber does not perform nor employ individuals to perform these services or otherwise supervise, direct, control or monitor Users in the performance of these services and agree that the Chamber (a) is not responsible for the offering, performance or procurement of these services and (b) does not endorse any particular User's offered services. You also agree that nothing shall create an employment, agency, or joint venture relationship between the Chamber and any User offering services.

Similarly, the Chamber may help You register for and/or attend events organized by other Users and connect with other Users who are attendees at such events. You agree that the Chamber (1) is not responsible for the conduct of any of the Users who organize and/or attend such events or for the conduct of other attendees at such events, (2) does not endorse any particular event listed on our Services, (3) does not review and/or vet any of these events. You agree to adhere to these terms and conditions as the same may apply to such events.

4. Third Party Strategic Partner Services

As small business advocates, the Chamber recognizes the value of providing a reference list of trusted, reputable providers of the products and services every small business needs. We vet our comprehensive list of provider partners so

you don't have to. The Chamber makes available and may help connect trusted Strategic Partners offering their services (*e.g., shippers, tax preparers, web developers, or other businesses offering services to startups and small businesses*) with Users seeking services. You acknowledge that the Chamber does not perform nor employ individuals or businesses to perform these services or otherwise supervise, direct, control or monitor Users in the performance of these services and agree that the Chamber is not responsible for the offering, performance or procurement of these services.

The Chamber makes this proprietary list of third-party strategic partner providers of business goods and business services available to Chamber Members "as is," without warranty, guarantees of success, or obligation to hire. Members must acknowledge that any business transactions between Members and Partners may result in discounted pricing for Chamber Members, some form of referral fees paid to the Chamber, or both. You will fully indemnify, defend and hold the Chamber harmless for any damages, losses and costs (*including, but not limited to, reasonable legal fees and costs*), caused by hiring, consulting or otherwise doing business with any of our trusted strategic partners.

5. Disclosure of User Information: You acknowledge, consent and agree that we may access, preserve, and disclose your registration and any other information you provide if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary in our opinion to: (1) comply with legal process, including, but not limited to, civil and criminal subpoenas, court orders or other compulsory disclosures; (2) enforce this Agreement; (3) respond to claims of a violation of the rights of third parties, whether or not the third-party is a User, individual, or government agency; (4) respond to customer service inquiries; or (5) protect the rights, property, or personal safety of the Chamber, our Users or the public. Disclosures of User information to third parties other than those

required to provide customer support, administer this agreement, or comply with legal requirements are addressed in the Privacy Policy.

6. Contact and Interactions with other Users: You are solely responsible for your interactions with other Users. The Chamber may limit the number of interactions you may have to other Users and may, in certain circumstances, prohibit you from contacting other Users through use of the Services or otherwise limit your use of the Services. The Chamber reserves the right, but has no obligation, to monitor disputes between you and other members and to restrict, suspend, or close your account if the Chamber determines, in our sole discretion, that doing so is necessary to enforce this Agreement. Multiple mass messaging repeatedly sent to the same Member recipients on or off of the Chamber platform will be treated as spam and may result in the termination of a Member account.

E. ACCEPTANCE OF TERMS OF SERVICE AGREEMENT

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED TERMS IN CONTRACTS WITH CONSUMERS AND AS A RESULT THE CONTENTS OF THIS SECTION MAY NOT APPLY TO YOU.

DO NOT RELY ON THE AMERICAN CHAMBER OF COMMERCE, ANY INFORMATION THEREIN, OR ITS CONTINUATION. WE PROVIDE THE PLATFORM FOR THE AMERICAN CHAMBER OF COMMERCE AND ALL INFORMATION AND SERVICES ON AN “AS IS” AND “AS AVAILABLE” BASIS. THE AMERICAN CHAMBER OF COMMERCE DOES NOT CONTROL OR VET USER GENERATED CONTENT FOR

ACCURACY. SUBJECT TO APPLICABLE LAW, WE DO NOT PROVIDE ANY EXPRESS REPRESENTATIONS, WARRANTIES OR CONDITIONS.

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE DISCLAIM ANY AND ALL IMPLIED REPRESENTATIONS, WARRANTIES, OR CONDITIONS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY OF DATA, AND NON-INFRINGEMENT. IF YOU ARE DISSATISFIED OR HARMED BY THE AMERICAN CHAMBER OF COMMERCE OR ANYTHING RELATED TO THE AMERICAN CHAMBER OF COMMERCE, YOU MAY CLOSE YOUR AMERICAN CHAMBER OF COMMERCE ACCOUNT AND TERMINATE THIS AGREEMENT IN ACCORDANCE WITH SECTION G (“TERMINATION”) AND SUCH TERMINATION SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY.

THE AMERICAN CHAMBER OF COMMERCE IS NOT RESPONSIBLE, AND MAKES NO REPRESENTATIONS, WARRANTIES OR CONDITIONS REGARDING THE DELIVERY OF ANY MESSAGES (SUCH AS DIRECT MESSAGES, POSTING OF ANSWERS OR TRANSMISSION OF ANY OTHER USER GENERATED CONTENT) SENT THROUGH THE AMERICAN CHAMBER OF COMMERCE TO ANYONE. IN ADDITION, WE NEITHER REPRESENT NOR WARRANT THAT YOUR USE OF THE SERVICE WILL NOT INFRINGE THE RIGHTS OF THIRD PARTIES. ANY MATERIAL, SERVICE, OR TECHNOLOGY DESCRIBED OR USED ON THE WEBSITE MAY BE SUBJECT TO INTELLECTUAL PROPERTY RIGHTS OWNED BY THIRD PARTIES WHO HAVE LICENSED SUCH MATERIAL, SERVICE, OR TECHNOLOGY TO US.

THE AMERICAN CHAMBER OF COMMERCE DOES NOT HAVE ANY OBLIGATION TO VERIFY THE IDENTITY OF THE PERSONS SUBSCRIBING TO ITS SERVICES, NOR DOES IT HAVE ANY OBLIGATION TO MONITOR THE USE OF ITS SERVICES BY OTHER USERS OF THE COMMUNITY; THEREFORE, THE AMERICAN CHAMBER OF COMMERCE DISCLAIMS ALL LIABILITY FOR IDENTITY THEFT OR ANY OTHER MISUSE OF YOUR IDENTITY OR INFORMATION.

THE AMERICAN CHAMBER OF COMMERCE DOES NOT GUARANTEE THAT THE SERVICES IT PROVIDES WILL FUNCTION WITHOUT INTERRUPTION OR ERRORS IN FUNCTIONING. IN PARTICULAR, THE OPERATION OF THE SERVICES MAY BE INTERRUPTED DUE TO MAINTENANCE, UPDATES, OR SYSTEM OR NETWORK FAILURES. THE AMERICAN CHAMBER OF COMMERCE DISCLAIMS ALL LIABILITY FOR DAMAGES CAUSED BY ANY SUCH INTERRUPTION OR ERRORS IN FUNCTIONING. FURTHERMORE, THE AMERICAN CHAMBER OF COMMERCE DISCLAIMS ALL LIABILITY FOR ANY MALFUNCTIONING, IMPOSSIBILITY OF ACCESS, OR POOR USE CONDITIONS OF THE AMERICAN CHAMBER OF COMMERCE SITE DUE TO INAPPROPRIATE EQUIPMENT, DISTURBANCES RELATED TO INTERNET SERVICE PROVIDERS, TO THE SATURATION OF THE INTERNET NETWORK, AND FOR ANY OTHER REASON.

F. LIMITATION OF LIABILITY.

Neither the Chamber nor any of our subsidiaries, affiliated companies, employees, shareholders, or directors (“*Chamber Affiliates*”) shall be cumulatively liable for (a) any damages in excess of five times the most recent

monthly fee that you paid for a Chamber Service, if any, or US \$100, whichever amount is greater, or (b) any special, incidental, indirect, punitive or consequential damages or loss of use, profit, revenue or data to you or any third person arising from your use of the Services, any platform applications or any of the content or other materials on, accessed through or downloaded from the Chamber. This limitation of liability is part of the basis of the bargain between the parties and without it the terms and prices charged would be different. This limitation of liability shall:

1. Apply regardless of whether (1) you base your claim on contract, tort, statute or any other legal theory, (2) we knew or should have known about the possibility of such damages, or (3) the limited remedies provided in this section fail of their essential purpose; and

2. Not apply to any damage that the Chamber may cause you intentionally or knowingly in violation of this Agreement or applicable law, or as otherwise mandated by applicable law that cannot be disclaimed from in this Agreement

G. TERMINATION

1. Mutual rights of termination: You may terminate this Agreement, for any or no reason, at any time, by closing your Chamber account pursuant to Section I.3. This notice will be effective upon the Chamber processing your notice. The Chamber may terminate the Agreement and your account for any reason or no reason, at any time, with or without notice. This cancellation shall be effective immediately or as may be specified in the notice. For avoidance of doubt, only the Chamber or the party paying for the services may terminate your access to any Chamber Services. Termination of your the Chamber account includes disabling your access to the Chamber and may also bar you

from any future use of the Chamber. Termination of a Founding Member's account will end the pricing and benefits reserved for Founders.

2. Misuse of the Services: The Chamber may restrict, suspend or terminate the account of any User who abuses or misuses the Services. Misuse of the Services includes abusing the Chamber messaging services; creating multiple (*duplicate*) or false profiles; using the Services commercially without the Chamber's authorization, infringing any intellectual property rights, violating the Code of Conduct, or any other behavior that the Chamber, in its sole discretion, deems contrary to its purpose. In addition, and without limiting the foregoing, the Chamber will suspend access to and terminate the account of any User whom the Chamber determines to be a repeat infringer of other person's rights under the United States Copyright Act or similar legislation. A User will be deemed a "repeat infringer" if (a) such User has been notified of infringing activity more than twice and/or has had one of its submissions removed from our Website more than twice. The Chamber complies with the Digital Millennium Copyright Act ("*DMCA*") statutory notice and takedown procedures. The Chamber has designated the following individual with the U.S. Copyright Office as the Chamber's DMCA agent to receive notifications of claimed infringement:

American Chamber of Commerce

ATTN: Legal Department

PO Box 1001

Burlingame, CA 94011

United States

3. Effect of Termination: Upon the termination of your Chamber account, you lose access to the Services. Your Profile data and Member content will be deleted and is nonrecoverable. The terms of this Agreement shall survive any

termination, except Sections C (“*Your Rights*”) and D.1, 2 and 4 (“*Our Rights and Obligations*”) hereof.

H. DISPUTE RESOLUTION

1. Law and Forum for Legal Disputes: This Agreement or any claim, cause of action or dispute (“*claim*”) arising out of or related to this Agreement shall be governed by the laws of the state of California regardless of your country of origin or where you access the Services, and notwithstanding of any conflicts of law principles and the United Nations Convention for the International Sale of Goods. You and the Chamber agree that all claims arising out of or related to this Agreement must be resolved exclusively by a state or federal court located in San Mateo County, California, except as otherwise agreed by the parties or as described in the Arbitration Option paragraph below. You and the Chamber agree to submit to the personal jurisdiction of the state and federal courts located within San Mateo County, California for the purpose of litigating all such claims. Notwithstanding the above, you agree that the Chamber shall still be allowed to apply for injunctive remedies (*or an equivalent type of urgent legal relief*) in any jurisdiction.

2. Arbitration Option: For any claim (*excluding claims for injunctive or other equitable relief*) where the total amount of the award sought is less than \$10,000, the party requesting relief may elect to resolve the dispute in a cost-effective manner through binding non-appearance-based arbitration. In the event a party elects arbitration, they shall initiate such arbitration through an established alternative dispute resolution (“*ADR*”) provider mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules: (a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, the specific manner shall be chosen by the party initiating the arbitration; (b) the arbitration shall not

involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and (c) any judgment on the award rendered by the arbitrator shall be final and may be entered in any court of competent jurisdiction.

I. GENERAL TERMS

1. Severability: If any provision of this Agreement is found by a court of competent jurisdiction or arbitrator to be illegal, void, or unenforceable, the unenforceable provision will be modified so as to render it enforceable and effective to the maximum extent possible in order to effect the intention of the provision; and if a court or arbitrator finds the modified provision invalid, illegal, void or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement will not be affected in any way.

2. Language: Where the Chamber has provided you with an English language version of this Agreement, the Privacy Policy, and/or any other documentation, you agree that the translation is provided for your convenience only and that the English language versions of this Agreement, the Privacy Policy, and any other documentation will govern your relationship with the Chamber.

3. Notices and Service of Process: In addition to Section B.6 (“6. *Communications from the Chamber to You*”), we may notify you via postings on [**http://www.AmericanChamber.net**](http://www.AmericanChamber.net). You may contact us here. Or via mail or courier at:

American Chamber of Commerce

ATTN: Legal Department

PO Box 1001

Burlingame, CA 94011

United States

Additionally, the Chamber accepts service of process at this address. Any notices that you provide without compliance with this section on Notices shall have no legal effect.

4. Entire Agreement: You agree that this Agreement constitutes the entire, complete and exclusive agreement between you and us regarding the Services and supersedes all prior agreements and understandings, whether written or oral, or whether established by custom, practice, policy or precedent, with respect to the subject matter of this Agreement. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other Chamber services, third-party content or third-party software.

5. Amendments to this Agreement: We reserve the right to modify, supplement or replace the terms of the Agreement, effective upon posting at <http://www.AmericanChamber.net> or notifying you otherwise. If you do not want to agree to changes to the Agreement, you can terminate this Agreement at any time per Section F (*Termination*).

6. No informal waivers, agreements or representations: Our failure to act with respect to a breach of this Agreement by you or others does not waive our right to act with respect to that breach or subsequent similar or other breaches. Except as expressly and specifically contemplated by the Agreement, no

representations, statements, consents, waivers or other acts or omissions by any Chamber Affiliate shall be deemed legally binding on any Chamber Affiliate, unless documented in a physical writing hand signed by a duly appointed officer of the Chamber.

7. No Injunctive Relief: In no event shall you seek or be entitled to rescission, injunctive or other equitable relief, or to enjoin or restrain the operation of the Service, exploitation of any advertising or other materials issued in connection therewith, or exploitation of the Services or any content or other material used or displayed through the Services.

8. Assignment and Delegation: You may not assign or delegate any rights or obligations under the Agreement. Any purported assignment and delegation shall be ineffective. We may freely assign or delegate all rights and obligations under the Agreement, fully or partially without notice to you. We may also substitute, by way of unilateral novation, effective upon notice to you, the American Chamber of Commerce for any third-party that assumes our rights and obligations under this Agreement.

9. Potential Other Rights and Obligations: Chamber Member business must be domiciled in the United States. You have NO rights or obligations under local law other than those enumerated here if you are located outside the United States.

J. CODE OF CONDUCT

As a condition to accessing the Services, you agree to strictly adhere to the following Code of Conduct:

1. Comply with all applicable laws, including, without limitation, privacy and anti-spam laws, intellectual property laws, export control laws, tax laws, and regulatory requirements;
2. Provide complete and accurate information to the Chamber and update it as necessary to maintain its accuracy and completeness and compliance with applicable laws;
3. Read and comply with our Privacy Policy;
4. Read and comply with notices sent by the Chamber concerning the Services;
5. Use the Services in a professional manner;
6. Protect sensitive personal information by considering carefully what information about yourself and your business you wish to share with other Users and the general public through your private and public profiles, as well as the content and data that you publish;
7. Do not act dishonestly or engage in unprofessional behavior by posting inappropriate, inaccurate, or objectionable content to the Service or by using the Service to transmit or make available in any way material which:
 - a) Falsely states, impersonates or otherwise misrepresents your Member business identity, including but not limited to the use of a

- fake business entity, or misrepresenting a business that is no longer operating or belongs to someone else;
- b) Falsely states, impersonates or otherwise misrepresents your personal identity, including but not limited to the use of a pseudonym, or misrepresenting your current or previous positions and qualifications, or your affiliations with a person or entity, past or present;
 - c) Is unlawful, libelous, abusive, obscene, discriminatory or otherwise objectionable;
 - d) Adds to a content field content that is not intended for such field (*i.e., submitting a telephone number in the “title” or any other field, or including telephone numbers, email addresses, street addresses or any personally identifiable information for which there is not a field provided by the Chamber*);
 - e) Includes information that you do not have the right to disclose or make available under any law or under contractual or fiduciary relationships (*such as insider information, or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements*);
 - f) Infringes upon patents, trademarks, trade secrets, copyrights or other proprietary rights;

- g) Includes any unsolicited or unauthorized advertising, promotional materials, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or any other form of solicitation. This prohibition includes but is not limited to (a) using Chamber communications to send mass messages to people who don’t know you, who have not expressly or otherwise impliedly consented to receive electronic communications from you; (b) using the Chamber to communicate with people who don’t know you by sending mass unsolicited promotional or other electronic communications/messages to those direct connections without their permission; and (c) sending messages to distribution lists, newsgroup aliases, or group aliases;

- h) Contains software viruses, worms, or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment of the Chamber or any User of the American Chamber of Commerce; or

- i) Forges headers or otherwise manipulate identifiers in order to disguise the origin of any communication transmitted through the Services;

- j) Is accessible by any third-party individual or service hired to manage a Chamber membership without written consent of the Chamber executive staff. Members are not authorized to share their login credentials. Members are liable for any losses to the Chamber, other Members or their own account if their login credentials are made available to any unauthorized party.

8. Do not create a false identity or business profile;

9. Do not use the Services to harass, abuse or harm another person;
10. Do not upload a profile logo, branding images or graphics, or other content if you are not authorized to do so;
11. Do not use or attempt to use another User's account without authorization from such User;
12. Do not use the Services, directly or indirectly, to set up or develop of a network that seeks to implement practices that are similar to sales by network or the recruitment of independent home salespeople to the purposes of creating a pyramid scheme or other similar practices;
13. Do not duplicate, license, sublicense, publish, broadcast, transmit, distribute, perform, display, sell, rebrand, or otherwise transfer information available to you through the Services (*excluding content posted by you*) except as permitted in this Agreement or as expressly authorized by the Chamber in compliance with applicable laws. Use of information, content or any data that you view and/or obtain from the Services to provide any service that the Chamber deems to be competitive with American Chamber of Commerce Services is strictly forbidden;
14. Do not reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for any underlying intellectual property used to provide the Services, or any part thereof;

15. Do not imply or state, directly or indirectly, that you are affiliated with or endorsed by the Chamber unless you have entered into a written agreement with the Chamber (*this includes, but is not limited to, representing yourself as an authorized Chamber manager or representative if you have not been licensed by the Chamber as such*);

16. Do not adapt, modify or create derivative works based on the Chamber or technology underlying the Services, or other Users' content, in whole or part, except as permitted under the Chamber's developer program;

17. Do not rent, lease, loan, trade, sell/re-sell access to the Chamber or any information therein, or the equivalent, in whole or part;

18. Do not sell, sponsor, or otherwise monetize a Chamber Group or any other service or functionality of the Services, without the express written permission of the Chamber;

19. Do not deep-link to the Site for any purpose, (*i.e., including a link to a Chamber web page other than the Chamber's home page*) unless expressly authorized in writing by the Chamber;

20. Do not remove any copyright, trademark or other proprietary rights notices contained in or on the Services, including those of both the Chamber and any of its licensors;

21. Do not remove, cover or otherwise obscure any form of advertisement included in or on the Services;

22. Do not collect, use, copy, or transfer any information, including, but not limited to, personally identifiable/personal information obtained from the Chamber except as expressly permitted in this Agreement or as the owner of such information may expressly permit;

23. Do not share information of Users or non-Users without their express consent;

24. Do not infringe or use the Chamber's brand, logos and/or trademarks, including, without limitation, using the words "American Chamber of Commerce" in any business name, email, or URL or including the American Chamber of Commerce's trademarks and logos except as expressly permitted by American Chamber of Commerce;

25. Do not use manual or automated software, devices, scripts, robots, or other means or processes to access, "scrape," "crawl" or "spider" any web pages or other services contained in any Chamber site or content;

26. Do not use bots or other automated methods to access the Chamber, create members, add or download contacts, send or redirect messages, or perform other activities through the Chamber, unless explicitly permitted by the Chamber executive staff in writing;

27. Do not access, via automated or manual means or processes, the Services for purposes of monitoring the Services' availability, performance or functionality for any competitive purpose;

28. Do not engage in “framing,” “mirroring,” or otherwise simulating the appearance or function of the Chamber’s websites;

29. Do not attempt to or actually access the Services by any means other than through the interfaces provided by the Chamber such as its mobile application or by navigating to <http://www.AmericanChamber.net> using a web browser with authorized login credentials. This prohibition includes accessing or attempting to access the Services using any third-party service, including software-as-a-service platforms that aggregate access to multiple services, including the Services;

30. Do not attempt to or actually override any security component included in or underlying the Services;

31. Do not engage in any action that directly or indirectly interferes with the proper working of or places an unreasonable load on the Chamber’s infrastructure, including, but not limited to, sending unsolicited communications to other Users or Chamber personnel, attempting to gain unauthorized access to the Services, or transmitting or activating computer viruses through or on the Services;

32. Do not interfere with or disrupt or game the Chamber or the Services, including, but not limited to, any servers or networks connected to the Chamber, in particular the Chamber's search algorithms.

K) COMPLAINTS REGARDING CONTENT POSTED ON THE AMERICAN CHAMBER OF COMMERCE WEBSITE.

We built the Chamber to help you be a more successful business, and to help American businesses succeed. To achieve this purpose, we require our Users to share truthful and accurate information and not to violate the intellectual property rights of others. Accordingly, this Agreement requires that information posted by Users be accurate and not in violation of the intellectual property rights, anti-spam legislation or other rights of third parties. Contact support to submit claims regarding Copyright Infringement. The Chamber complies with the Digital Millennium Copyright Act (“*DMCA*”) statutory notice and takedown procedures. The Chamber has designated the following individual with the U.S. Copyright Office as the Chamber’s DMCA agent to receive notifications of claimed infringement:

American Chamber of Commerce

ATTN: Legal Department

PO Box 1001

Burlingame, CA 94011

United States

Note: For legal support for violating account deactivation requests please contact us [here](#).

AMERICAN CHAMBER OF COMMERCE PRIVACY POLICY HIGHLIGHTS

This page summarizes the key highlights from our Privacy Policy. For more information, read our full Privacy Policy.

1. PERSONAL INFORMATION COLLECTED

We collect information:

When you register an account to become a Chamber Member (“*User*”), we collect your payment information such as your name, e-mail, business notes, address, country, and a password;

When you purchase a Membership or other services from the Chamber, we collect your payment information;

When you view and interact with the Chamber pages, features, and functionality, including any Chamber mobile applications, software (*like adding to your profile, participating in groups, uploading content, etc.*), and platform technology. We also collect your IP address, browser type, operating system, mobile carrier, and your ISP, and receive the URLs of sites from which you arrive or leave the Chamber website, or sites that have embedded Chamber platform technology. This technology and data, including anonymous aggregate data is for internal use only.

2. USES OF PERSONAL INFORMATION

We use the information you provide to:

Enable you to share your information and communicate with other Users, or provide your personal details to third parties offering combined services with the Chamber.

Administer your account with us and customize the service we provide to you and other Users; and to:

Send you service or promotional communications through email and notices on Chamber websites. You can control your messaging preferences in the Settings tab under My Accounts in the application;

Connect you to opportunities by enabling other professionals to find you through the Services;

Create and distribute advertising relevant to your or your network's Chamber experience. If you share your interactions on the Chamber, for example, when you recommend a product, follow a company, establish or update your profile, join a group, etc., the Chamber may use these actions to create social ads for your network on the Chamber using your profile photo and name. You can control whether the Chamber uses your name and picture in social ads in the Settings tab under My Accounts in the application;

We do not sell, rent, or otherwise provide personally identifiable information to third parties without your consent except where it is necessary to carry out your instructions (*to process your payment information, for example*) or as described in Section 2 of this Privacy Policy. Also, we may share information with affiliates to provide the Services. We also provide you with the means to control whether or not your contact information is viewable to other Users through your profile;

Please note that in order to fulfill your requests for paid services (e.g., American Chamber of Commerce Membership Services), we share your payment information with our payment processor.

For more information, see our full Privacy Policy.

OBLIGATIONS TO MEMBERS & PARTNERS

Do not abuse the Services by using it to spam, abuse, harass, deceive *any* individual or business, or otherwise violate the Terms of Service.

REFUND POLICY

When your business has been fully vetted, you are provided with login credentials to our closed, private business network. We do not offer a free trial. Why grant access to someone that might simply use the opportunity to harvest our Member data before closing their account?

Part of our vetting process includes both, a commitment to the Chamber membership, and a willingness to provide a payment method that further validates identity.

To keep our membership fees low, we cannot spend more time and labor costs than the value of the refund.

We allow Members to close their account at any time. We do not offer prorated refunds.

Nor do we offer a refund for accounts terminated for cause.

If you are eligible for a discount, you must manage that discount before you complete your application process. We cannot provide a discount after the fact, though we can manage future renewals at the proper discount.

Regarding Renewals:

Autorenewal of membership fees is mandatory.

Members may close their account up to the point that automatic renewal payment is processed.

Members will receive a series of notices that their annual membership renewal is approaching. It is the Member's responsibility to monitor the Chamber's administrative communications.

By accepting the Chamber's Terms of Service, you agree that you are responsible for managing your own calendar notices regarding cancellation of autorenewal of Chamber membership fees prior to processing your renewal payment, independent of Chamber notifications.

If your renewal payment takes place, no refund will be processed.

Note that Founding Members renew at their original price for the life of their business, and for any future businesses they add, if they maintain a continuous membership renewal.

If membership renewal lapses, future costs for new business entities would be subject to then current pricing, and may be subject to standard future cost of living increases.

You can find more information on our public website:

<http://www.AmericanChamberOfCommerce.net>

SECURITY

Personal information you provide will be secured in accordance with industry standards and technology. Since the internet is not a 100% secure environment, we cannot ensure or warrant the security of any information you transmit to the Chamber. There is no guarantee that information may not be accessed, copied, disclosed, altered, or destroyed by breach of any of our physical, technical, or managerial safeguards.

You are responsible for maintaining the secrecy of your unique password and account information, and for controlling access to your email communications at all times.

CHAMBER OATH

AN OATH OF BUSINESS EXCELLENCE

for joining the

American Chamber of Commerce

"As the responsible party for my Chamber member business, I solemnly swear to uphold the principles of integrity, honesty, and fairness in all my dealings with fellow Members and customers. I pledge to conduct my business with transparency and respect, fostering an environment of trust and cooperation within the community. I commit to delivering high-quality products and services, prioritizing customer satisfaction above all else. I recognize that the collective success of the Chamber benefits us all. In times of difficulty, I will support and uplift my peers, knowing that together, we can overcome all challenges. I will neither condone nor perform the acts of spammers, data harvesters or frauds that have no place in the Chamber. This oath I take willingly, understanding the responsibility it entails and the impact it can have on the American business community."

By Joining the American Chamber of Commerce, the Responsible Party of the Chamber Member Business AGREES to Commit to this Oath of Business Excellence.

In exchange for your oath and commitment, the American Chamber of Commerce promises to return the same to each and every member.

HOW TO CONTACT US

If you have questions or comments, please send them to us here:

American Chamber of Commerce

ATTN: Legal Department

PO Box 1001

Burlingame, CA 94011

United States

<http://www.AmericanChamber.net>

<http://www.AmericanChamberOfCommerce.net>