

Terms of Use

These Terms of Use (the “Agreement” or “Terms”) govern your (“you,” “your,” or “user”) access to and participation in empowerER, the web-based community for employee relations professionals (“empowerER”) hosted by HR Acuity, LLC (“HR Acuity,” “we,” or “us”). By registering for, accessing, and participating in empowerER, you agree to all terms set forth in this Agreement, including our Privacy Policy, which is hereby incorporated by reference. If you do not accept and agree to be bound by all of the terms of this Agreement, do not purchase access to or participate in the empowerER community.

About the empowerER Community

empowerER is an online community that provides a forum for human resources professionals to connect, collaborate and share their learnings, experience, best practices and processes with regard to employee relations in their respective organizations. Through empowerER forums and events, participants share processes, information, and seek best practices to improve the effectiveness of their respective organizations. The purpose of empowerER is to build relationships that promote the open and equal exchange of information regarding the employee relations functions which its participants lead.

HR Acuity does not vouch for any of empowerER users. The empowerER community simply provides a platform for users to exchange information. EmpowerER is solely intended for use by experienced human resources professionals. HR Acuity does not: make any representations concerning the qualifications of any Roundtable user; endorse any empowerER user; or sanction statements that users make in any empowerER forum or event.

Free Premium Trial

We offer free trials of empowerER to new users at the Premium membership level for a period of six months. You must register for an empowerER account in order to take advantage of a free trial. Upon the expiration of the free Premium trial period, you will have the option to purchase a paid empowerER Premium membership or continue with limited access by joining at the free Professional membership. If you do not purchase a Premium membership, your access to features of the Premium empowerER membership will be terminated.

Payment; Automatic Renewals

The applicable fees for empowerER will be fully disclosed at the time you purchase your membership. You agree to pay and authorize HR Acuity’s third-party payment processor to charge the applicable empowerER fee using your selected payment method, including all applicable fees and taxes that may accrue. All fees are based on your registration for empowerER, not your actual use. All fees are non-refundable except as required by law. HR Acuity reserves the right to change our pricing from time to time. Any increase in pricing will be prospective and not retroactive.

If you select “permit renewal” when you purchase your membership, your account will automatically renew for successive one-year periods until you cancel your account or disable the automatic renewal option (as set forth below). The payment will be processed at midnight UST on the day before the current membership expires.

We will provide notice of the upcoming charge for each renewal no later than thirty (30) days prior to the scheduled payment date. **If you do not want your account to automatically renew, you must opt out of the automatic renewal option no less than seventy-two (72) hours prior to the end of your then-current term or else your payment method on file will be charged as described above.**

You may request to disable the automatic renewal option for your account by sending an email to membership@hracuity.com. The site administrator will disable recurring payment for your account within 24 hours of receipt of your email. Unless you opt out of automatic renewals, your account will continue to automatically renew.

You may terminate your account at any time by giving HR Acuity notice via email to membership@hracuity.com. You will not be entitled to any refund of fees paid for the then-current term.

HR Acuity may suspend, disable, or delete your account (or any part thereof) or block or remove any content you submitted on any empowER forum if HR Acuity determines that you have violated any provision of this Agreement.

User Responsibilities and Representations. You, and you alone, are responsible for your account and anything that happens while you are signed in to or using your empowER account.

- *Account Security.* When you sign up for the empowER community, you will create a personalized account which includes a unique username and a password to access empowER. You are responsible for maintaining the security of your account, and you are fully responsible for all activities that occur under the account and any other actions taken in connection with the account. You agree to notify HR Acuity immediately of any unauthorized use of your account, or any other breaches of security. We will not be responsible for any liabilities, losses, or damages arising out of the unauthorized use of your computer, mobile device, or other computing device and/or account.
- *No Reliance on User-Generated Content.* User-generated content posted in empowER forums, such as posts and documents, are provided for your informational purposes only, with no assurance that such content is true, correct, or accurate.
- *Compliance with Laws.* You represent and warrant that: (i) you have the authority to, and are of legal age in your jurisdiction to, bind yourself to this Agreement; (ii) your participation in empowER will be solely for purposes that are permitted by this Agreement; (iii) your participation in empowER will not infringe or misappropriate the intellectual property rights of any third party; and (iv) your participation in empowER will comply with all local, state and federal laws, rules, and regulations.
- *Representations Regarding Identity.* You represent that all information regarding your identity and affiliation with an organization (including your job title) is accurate. If you leave your organization or have a change in job title, you must immediately update your account information. If we learn that you have misrepresented your identity or affiliation with an organization, we will terminate your account immediately and reserve the right to inform the organization of your misrepresentations.
- *Users Must Be Over Age 18.* You represent that you are over the age of 18. HR Acuity does not target our content to children or teenagers under 18, and we do not permit any

users under 18 on empowER. If we learn of any user under the age of 18, we will terminate that user's account immediately.

Use and Conduct Restrictions. You are allowed to participate in empowER as long as you abide by the following rules:

- *Prohibited Content.* You agree that you will not under any circumstances transmit any content that
 - is unlawful or promotes unlawful activity;
 - defames, harasses, abuses, threatens, or incites violence towards any individual or group;
 - is pornographic, discriminatory, or otherwise victimizes or intimidates an individual or group on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
 - is spam, is machine- or randomly-generated, constitutes unauthorized or unsolicited advertising, chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling;
 - contains or installs any viruses, worms, malware, Trojan horses, or other content that is designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party;
 - infringes on any proprietary right of any party, including patent, trademark, trade secret, copyright, right of publicity, or other rights;
 - impersonates any person or entity, including any of our employees or representatives; or
 - violates the privacy of any third party.
- *No Liability for User Interactions.* Any liability, loss or damage that occurs as a result of any user interactions is solely your responsibility.
- *Right to Terminate Accounts.* We have the right (though not the obligation) to, in our sole discretion, determine whether or not any user conduct is appropriate and complies with these Terms, or terminate or deny access to and use of empowER to any user for any reason, with or without prior notice.

User-Generated Content. You own your content, but you allow us certain rights to it, so that we can display and share the content you post. We have the right to remove content if we need to.

- *Responsibility for User-Generated Content.* You may create content, written or otherwise, while participating in empowER forums or events. You are solely responsible for the content of, and any harm resulting from, any such content; any liability, loss or damage that occurs as a result of the use of content that you make available or access through empowER forums or events is solely your responsibility. We are not responsible for any public display or misuse of your content.
- *Right to Post.* You represent and warrant that you have the right to post all content that you submit. Specifically, you warrant that you have fully complied with any third party licenses relating to such content and have taken all steps necessary to pass through to end users any required terms.

- *HR Acuity May Remove Content.* We have the right (though not the obligation) to, in our sole discretion, determine whether or not any user-generated content is appropriate and complies with these Terms, or refuse or remove any content, in our opinion, is in any way harmful, inappropriate, or objectionable.
- *Ownership of User-Generated Content.* HR Acuity does not claim ownership of content you transmit via empowER. Nonetheless, by submitting, posting, or displaying content in empowER, you grant HR Acuity a nonexclusive, worldwide, royalty-free, irrevocable, transferable, sublicensable, perpetual license to use, copy, reproduce, process, adapt, modify, create derivative works from, publish, transmit, store, display and distribute, communicate and make available to the public, and otherwise use your content for any legitimate purpose.
- *HR Acuity Use of User-Generated Content; Ownership of Derivative Works.* HR Acuity may modify, adapt, or create derivative works from content exchanged in the empowER forums, including content that is generated by users in collaboration with one another through discussions in empowER forums. We shall have sole and exclusive ownership of any derivative works, meaning any new original work created by HR Acuity incorporating user-generated content.

Third-Party Content. There may be content from third parties on empowER. Because we cannot control that content, we are not responsible for that content or for the websites that content may link to.

- *Access to Third-Party Content.* By accessing empowER, you will be able to access content belonging to or originating from third parties. You acknowledge all responsibility for, and assume all risk for, your use of such content.
- *No Authorization to Use Third-Party Content.* This Agreement does not authorize you to distribute, publicly display, publicly perform, make available, alter, or otherwise use any third-party content except as permitted by these Terms.

Intellectual Property

All content presented by HR Acuity including, but not limited to text, images, illustrations, audio clips, and video clips, is protected by copyrights, trademarks, service marks, and/or other intellectual property rights (which are governed by U.S. and worldwide copyright laws and treaty provisions, privacy and publicity laws, and communication regulations and statutes), and are owned and controlled by HR Acuity. Such content is solely for internal use within your organization.

You may print a copy of the content and/or information presented through empowER for internal use within your organization, but you may not copy, reproduce, republish, upload, post, transmit, distribute, and/or exploit the content or information in any way (including by email or other electronic means) for any other use.

Copyright Infringement and DMCA Policy. If you believe that material located on or linked to by HR Acuity violates your copyright, please notify us in accordance with our Digital Millennium Copyright Act Policy.

- *Termination of Repeat Infringer Accounts.* We respect the intellectual property rights of others and requests that our users do the same. Pursuant to 17 U.S.C. 512(i) of the

United States Copyright Act, we will terminate a user's access to and use of empowER and its content and events if, under appropriate circumstances, the user is determined to be a repeat infringer of the copyrights or other intellectual property rights of HR Acuity or others.

- *DMCA Take-Down Notices.* If you are a copyright owner or an agent of a copyright owner and believe, in good faith, that any content in empowER forums or events infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act (see 17 U.S.C 512) ("DMCA") by sending a properly formatted take-down notice in writing to HR Acuity at empowER@hracuity.com.
- *Response to DMCA Take-Down Notices.* If we take action in response to an infringement notice, we will make a good faith attempt to contact the party that made such content available. Any DMCA infringement notice may be forwarded to the party that made the content available or to third parties such as ChillingEffects.org.
- *Counter-Notices.* If you believe that your content that has been removed from the Roundtable forums is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the content, you may send a properly formatted counter-notice to HR Acuity using the contact information set forth above.
- *Response to DMCA Counter-Notices.* If a counter-notice is received by HR Acuity, we may send a copy of the counter-notice to the original complaining party informing such person that it may reinstate the removed content in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content will be reinstated on empowER in 10 to 14 business days after receipt of the counter-notice.

Email Communications. We use email and electronic means to stay in touch with our users. You consent to receive communications from HR Acuity in an electronic form via the email address you submitted when registering for your empowER account

Disclaimer of Warranties. We provide access to and host the empowER community and events without any promises or guarantees.

- We provide access to and host the empowER community and events "as is," without warranty of any kind. WITHOUT LIMITING THE FOREGOING, WE EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING empowER INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, SECURITY, ACCURACY AND NON-INFRINGEMENT.
- Specifically, HR Acuity makes no representation or warranty that the information in empowER and exchanged through the community's activities is accurate, reliable or correct; that empowER will meet your requirements; that access to empowER will be available at any particular time or location; that empowER will function in an uninterrupted manner or be secure; that any defects or errors will be corrected; or that empowER forums are free of viruses or other harmful components. You assume full responsibility and risk of loss resulting from your use of information, content or other material obtained from empowER. Some jurisdictions limit or do not permit disclaimers of warranty, so this provision may not apply to you.

Limitation of Liability. HR ACUITY SHALL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING UNDER THIS AGREEMENT, REGARDLESS OF WHETHER WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

Cap on Monetary Liability. IN NO EVENT SHALL HR ACUITY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE ACTUAL FEES YOU HAVE PAID UNDER THIS AGREEMENT.

Release and Indemnification. You agree to indemnify and hold harmless HR Acuity from and against any and all claims and expenses, including attorneys' fees, arising out of your use of or participation in any empowER event or forum, including but not limited to your violation of this Agreement. If you have a dispute with one or more users, you release HR Acuity from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

Modification of Terms. HR Acuity may, in its sole discretion, amend this Agreement from time to time. We will provide notification to users of material changes to this Agreement (i) by sending a notice to the primary email address specified in your account, which will take effect immediately upon our sending of this email, and/or (ii) through our website at least 30 days prior to the change taking effect. Non-material changes to this Agreement will take effect immediately. We encourage visitors to frequently check this page for any changes to this Agreement. Your continued use of empowER after the effective date of a revised version of this Agreement constitutes your acceptance of such terms.

All provisions of this Agreement which by their nature should survive termination will survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

Governing Law; Venue

This Agreement shall be construed, interpreted and governed by the laws of the State of New Jersey, USA, without regard to the conflicts of law provisions thereof. Any action or proceeding by either party to enforce this Agreement shall be brought in any state or federal court located in the State of New Jersey, Morris County. The parties hereby irrevocably submit to the exclusive jurisdiction of these courts and waive the defense of inconvenient forum to the maintenance of any action or proceeding in such venue.

Severability. If any part of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the remaining provisions of this Agreement. The parties hereby jointly request that any such provision be construed by modifying its scope so as to be enforceable to the fullest extent of the law.

Entire Agreement

These Terms, together with the [Privacy Policy](#), represent the complete and exclusive statement of the agreement between you and HR Acuity. This Agreement supersedes any proposal or prior agreement oral or written, and any other communications between you and HR Acuity relating to the subject matter of this Agreement.