

Terms of Use World Trade Centers Association

Effective Date: July 1, 2025

1. Introduction

These Terms of Use (“**Terms**”) govern your use of (a) the websites located at www.wtca.org and join.wtca.org and any other websites, mobile applications, and digital platforms operated by World Trade Centers Association, Incorporated (“**WTCA**,” “**we**,” “**us**” or “**our**”), including WTCA social media profiles, pages, and accounts (collectively, the “**Platforms**”), and (b) all of the content, functionality, and services available via the Platforms (the “**Features**,” and, with the Platforms, the “**Sites**”).

Please read these Terms carefully to ensure that you understand each provision. Among other provisions that affect your legal rights, these Terms include an arbitration requirement and class action waiver set forth in Section 17, which, subject to some limited exceptions, requires you and WTCA to arbitrate any Disputes (defined below) on an individual basis. Arbitration on an individual basis means that neither party will have the right for a judge or jury to decide its claims or to proceed in a class, consolidated, or representative capacity.

These Terms represent a binding contract between WTCA and you. By creating an account or otherwise using the Sites (except for the limited purpose of reviewing these Terms or other agreements or policies on the Sites), you expressly represent that you (a) are legally competent to enter into this agreement, (b) are above the age of majority in your jurisdiction of residence, and (c) agree to be bound by these Terms. If you do not agree to the Terms, or if these Terms are not enforceable where you are located, you may not use the Sites.

If you are an individual using the Sites on behalf of, or for the benefit of, any corporation, partnership, or other entity with which you are associated (an “**Organization**”), then you are agreeing to these Terms on behalf of yourself and such Organization, and you represent and warrant that you have the legal authority to bind such Organization to these Terms. In that case, references to “you” and “your” in these Terms will refer to both you, the individual using the Sites, and any such Organization, unless context dictates otherwise.

2. Additional Terms

Certain Platforms, areas of Platforms, or Features may be subject to additional terms, rules, guidelines, or policies (“**Additional Terms**”), and we may provide such Additional Terms to you via postings, pop-up notices, links, or other reasonable means. All Additional Terms are hereby incorporated by reference into these Terms. As such, any reference to the “**Terms**” herein includes all Additional Terms. From time to time, Additional Terms may conflict with these Terms. In the event of such a conflict, the Additional Terms will control.

3. Informational Purposes Only

The Sites are provided for informational purposes only. We do not warrant the accuracy, completeness, or usefulness of the information on the Sites. Any reliance you place on such information is done entirely at your own risk. We disclaim all liability and responsibility arising from any reliance placed on the contents of the Sites.

Further, the Sites may include content provided by third parties, including materials provided by other users, bloggers, third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in third-party materials belong to the person or entity providing the materials and do not necessarily reflect the views or opinions of WTCA.

The Sites are not intended to provide any type of professional advice. While the Sites may contain information and perspectives on business matters and other topics, such content is general in nature and does not take into account any individual's or business' specific circumstances. Please seek the advice of professionals, as appropriate, regarding the evaluation of any specific information, opinion, advice or other content on the Sites.

4. Account Creation & Passwords

To access certain portions of the Sites, you may be required to create an account. You agree to provide truthful and accurate information during the account creation process. You also agree to maintain the accuracy of any submitted data. If you provide any information that is untrue, inaccurate, or incomplete, or if we otherwise have reason to believe that you have violated these Terms during the account creation process, we reserve the right to terminate your account and suspend your use of the Sites.

You are responsible for preserving the confidentiality of your account password and must notify us of any known or suspected unauthorized use of your account. You should use particular caution when accessing your account from a public or shared computer, so that others are not able to view or record your account credentials or other personal information. You agree to ensure that you exit from your account at the end of each session. You further agree that you are responsible for the acts and omissions of any person that uses the Sites under your account.

5. Ownership & Access to the Sites

The content, features, and functionality of the Sites, including all information, text, graphics, button icons, images, audio clips, video clips, data compilations, and the design, selection, and arrangement thereof (collectively, the "**WTCA Content**"), are the exclusive property of WTCA or our licensors and may not be used or exploited in any way without prior written consent. The WTCA Content is a component of the Sites. As such, references to the "Sites" in these Terms includes the WTCA Content.

We are providing you with access to the Sites pursuant to a limited, non-exclusive, non-sub-licensable, non-transferable, revocable license (the "**License**"). The License is available to you unless and until you or we terminate these Terms, we otherwise suspend or terminate your access

to the Sites, or you are barred from using the Sites by applicable law. WTCA reserves all right, title, and interest not expressly granted under the License to the fullest extent possible under applicable law.

Under the License, you are permitted to use the Sites solely for non-commercial or internal business purposes and only in the following ways: (a) you may access the Sites using a device that you own or are authorized to use (each, a “**Device**”); (b) your Device may temporarily store copies of the Sites incidental to such access; (c) your Device may store files that are automatically cached by your browser; (d) if we provide desktop, mobile, or other applications for download, you may download a single copy to your Device; (e) you may download information from the Sites and print out a hard copy, provided that you keep intact and do not remove or alter any copyright or other notice (*e.g.*, trademark, patent, etc.) contained thereon; and (f) if we provide social media Features, you may take such actions as are enabled by such Features.

Except as otherwise expressly stated herein, you may not modify, copy, distribute, display, reproduce, sell, license, create derivative works from, or otherwise use or exploit any WTCA Content, in whole or in part, in any manner, without the prior written authorization of WTCA and any applicable third-party licensors. Unauthorized use of the WTCA Content may violate copyright laws, trademark laws, the laws of privacy and publicity, and other applicable laws. You agree to comply with reasonable written requests from us to help protect our proprietary and intellectual property rights. If you wish to make any use the WTCA Content other than as permitted by these Terms, please address your request to privacy@wtca.org.

Finally, the Sites are intended for users genuinely interested in our company and services. Under no circumstances may the Sites be used for the purpose of, or with the intention of, initiating litigation or arbitration, including using the Sites in order to trigger or induce an alleged violation of any law (“**Litigation Purposes**”). Use of the Sites for Litigation Purposes is strictly prohibited, exceeds the parameters of the License, and, as such, constitutes a breach by you of these Terms. In such circumstances, WTCA may elect to terminate these Terms, without prejudice to our ability to seek damages, including attorneys’ fees, resulting from your breach.

6. Trademarks

The trademarks, service marks, logos, slogans, trade names, and trade dress appearing on the Sites (the “**Trademarks**”), including WORLD TRADE CENTERS ASSOCIATION, WTCA, WORLD TRADE CENTER, WTC, WTCA WE GROW TRADE, and the Map Design Logo, are owned by WTCA or its licensors. Except as expressly stated herein, these Terms do not grant you any rights in or to the Trademarks. Any third-party Trademarks appearing on the Sites do not constitute or imply any affiliation with, or endorsement or recommendation by, WTCA of the owners of such Trademarks. Under no circumstances are you permitted to use the Trademarks in a manner that creates a likelihood of consumer confusion.

7. Video Content on the Sites

The Sites may contain video content, audiovisual content, or content of a like nature (collectively, “**Video Content**”). Video Content is provided for the purpose of enhancing the user experience

on the Sites and is, therefore, provided in connection with WTCA's activities related to international business. WTCA is not in the business of renting, selling, or delivering Video Content in a commercial manner. By using the Sites, you agree that WTCA is not a "video tape service provider" as defined in the Video Privacy Protection Act ("VPPA"), 18 U.S.C.A. § 2710.

The Sites may utilize online tracking technologies and code-based tools, including cookies, social media pixels, software development kits, that track information about your activity on the Sites (collectively, "**Cookies**"). Cookies may result in information about your activity on the Sites being transmitted from your browser to WTCA and to third parties, which, in turn, may result in the display of targeted advertisements on third-party websites, services, or platforms ("**External Sites**"). Whether Cookies on the Sites result in your browser's transmission of information to third parties depends on a number of factors that may be outside of WTCA's knowledge or control, including what third-party websites you use, what information you have provided to such third parties, and whether (and the extent to which) you have limited the use of Cookies by the operators of third-party websites.

AS SUCH, YOU HEREBY ACKNOWLEDGE AND AGREE THAT, IF COOKIES ON THE SITES RESULT IN YOUR BROWSER'S TRANSMISSION OF INFORMATION TO THIRD-PARTY WEBSITES, (A) SUCH TRANSMISSIONS DO NOT CONSTITUTE A "KNOWING DISCLOSURE" OF "PERSONALLY IDENTIFIABLE INFORMATION" BY WTCA UNDER THE VPPA AND (B) YOU WILL NOT INITIATE ANY LITIGATION OR OTHERWISE ASSERT ANY CLAIM AGAINST WTCA BASED, IN WHOLE OR IN PART, ON SUCH TRANSMISSIONS, WHETHER UNDER THE VPPA, THE CALIFORNIA INVASION OF PRIVACY ACT (CAL. PENAL CODE § 630 ET SEQ.), OR ANY OTHER STATUTE, REGULATION, OR CAUSE OF ACTION.

8. User Content; License Grant to WTCA

Certain aspects of the Sites may permit users to submit, post, link, share, or otherwise make available ("**share**") information and content ("**User Content**"). User Content has not necessarily been reviewed or approved by WTCA, and we, therefore, make no representations or warranties as to the accuracy, reliability, completeness or timeliness of any such content. Any views or opinions expressed in User Content belong to the users who shared the content and not to WTCA. Your reliance on any User Content is done entirely at your own risk. You understand and agree that we are not responsible for, and shall have no liability related to, any User Content, including your reliance on any such content.

You will retain ownership of any intellectual property rights that you own in your User Content, but, in exchange for the opportunity to use the Sites and share User Content, you automatically grant to WTCA a royalty-free, perpetual, irrevocable, worldwide, unlimited, non-exclusive license to reproduce, create derivative works from, modify, publish, edit, translate, distribute, perform, display, and otherwise use and exploit your User Content in any medium, form, or format, and for any purpose, commercial or otherwise (the "**User Content License**"). We may sublicense the rights granted under the User Content License through multiple tiers of sublicenses. By sharing User Content, you represent and warrant that you possess all rights and permissions necessary to grant the User Content License to WTCA.

User Content shall not be deemed confidential, and WTCA shall not have any obligation to keep any such content confidential. You acknowledge and agree that, pursuant to the User Content License, WTCA shall be free to use any ideas, concepts, know-how, or techniques contained in User Content for any purpose whatsoever, including developing, manufacturing, and marketing products and services incorporating or based on your User Content, all without any compensation or attribution to you.

All User Content is required to fully comply with these Terms. You understand and acknowledge that you are responsible for your User Content and that you, and not WTCA, have full responsibility for such content and any legal liability arising therefrom. For avoidance of doubt, all User Content on the Sites is considered WTCA Content. As such, aside from the limited rights granted in the License, you may not use or exploit the User Content of another party without the prior written permission of the owner of such content.

9. Prohibited Use

You agree not to share any User Content or otherwise use the Sites in any manner that:

1. Is designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment (including by means of software viruses or any other computer code, files, or programs);
2. Interferes with or disrupts the proper functioning of the Sites or services connected to the Sites;
3. Causes WTCA to lose (in whole or in part) the services of our internet service providers or other suppliers;
4. Infringes any copyright, trademark, trade secret, patent, or other right of any party, or defames or invades the publicity rights or the privacy of any person, living or deceased;
5. Impersonates any person, misrepresents your identity or affiliation with any person or organization, or creates the impression that your User Content emanates from or is endorsed by WTCA or any other person or entity if this is not the case.
6. Consists of any unsolicited or unauthorized advertising, promotional materials, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or any other form of solicitation;
7. Involves any advertising or commercial sales activities, such as contests, sweepstakes, or other sales promotions;
8. Links to materials or other content, directly or indirectly, to which you do not have a right to link;

9. Involves use of the WTCA Content for any machine learning and/or artificial intelligence purposes, including to train artificial intelligence models;
10. Causes annoyance, inconvenience, or needless anxiety, or that is likely to upset, embarrass, alarm, or annoy any other person;
11. Is false, misleading, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, pornographic, or libelous;
12. Is discriminatory on the basis of race, sex, gender, sexual orientation, religion, nationality, ethnicity, disability, or age, or that is otherwise hateful or bigoted;
13. Copies, modifies, creates a derivative work from, reverse engineers, decompiles, or otherwise attempts to extract the source code of the software underlying the Sites; or
14. Violates, or encourages anyone to violate, these Terms or any applicable law, regulation, or order.

WTCA shall have the right—but not the obligation—to monitor, evaluate, and analyze any use of and access to the Sites, and to remove, modify, or refuse to post any User Content, for to the purpose of determining or enforcing compliance with these Terms, to comply with any applicable law, because the content in question is stale or not relevant to the applicable forum or topic, or as we otherwise determine to be necessary or convenient in connection to our operation of the Sites.

You agree that WTCA has the right to (a) disclose your identity or other relevant information about you to any third party who claims that User Content posted by you violates their rights, including their intellectual property rights or their right to privacy; (b) take legal action, including referral to law enforcement, with respect to any illegal or unauthorized use of the Sites by you; and (c) cooperate with any law enforcement authorities or court order requesting or directing us to disclose your identity, User Content, or other information related to your use of the Sites.

You hereby waive any claims related to or resulting from any action or inaction of WTCA with respect to (a) monitoring the use of the Sites; (b) removing, modifying, or refusing to post User Content; (c) determining or enforcing compliance with these Terms; and (d) cooperating with law enforcement or complying with a court order on any matter related to the Sites. You agree that WTCA shall not be responsible for or liable to you with respect to any use of the Sites by another party that is prohibited by these Terms.

Notwithstanding the use restrictions in this section, nothing in these Terms shall prohibit or restrict your ability to (a) make any “statement” protected by Cal. Civ. Code § 1670.8; (b) engage in a “covered communication” as defined by the Consumer Review Fairness Act, 15 U.S.C.A. § 45b; or (c) express or publish any review, performance assessment, or similar analysis (collectively, “**Reviews**”) about WTCA, its employees or agents, or its products or services, to the extent that such Reviews are protected by applicable law.

10. Links to External Sites

The Sites may contain links to External Sites. We are not responsible for the availability of External Sites, nor do we necessarily endorse the activities or services provided by External Sites. Under no circumstances shall we be held responsible or liable, directly or indirectly, for any loss or damage caused or alleged to have been caused to a user in connection with the use of or reliance on any content, goods, or services available on External Sites. For avoidance of doubt, these Terms and our Privacy Policy do not apply when you access and use External Sites.

11. Linking to the Sites

You may establish links to the homepages of the Sites, provided that you (a) do so in a way that is fair and legal and does not damage or take advantage of our reputation and (b) do not:

1. Use a link in a manner that suggests any form of association with, or approval or endorsement by, WTCA of the originating External Site (the “**Originating Site**”) without our express written consent;
2. Establish a deep link or otherwise link to any page of the Sites other than a homepage;
3. Establish a link from an Originating Site containing any content that you would be prohibited from sharing on the Sites pursuant to these Terms or applicable law; or
4. Establish a link without the express written consent from the owner of the Originating Site (if you are not the owner).

You acknowledge and agree that we reserve the right to withdraw linking permission at any time, and you agree to cooperate with us to remove or modify any links as requested by us.

12. Jurisdiction; Export Controls

WTCA controls and operates the Sites from within the United States and makes no representations or warranty that the Sites are appropriate or available for use or access in any location outside of the United States. Anyone using or accessing the Sites from outside the United States does so on their own risk and is responsible for compliance with all applicable laws and regulations, including U.S. and international export control laws and regulations.

13. Privacy

We respect your privacy. Your submission of personal information through the Sites is governed by our [Privacy Policy](#), which is hereby incorporated into these Terms by reference.

By agreeing to these Terms, you are representing to WTCA that you understand and accept how we collect, use, and disclose information concerning your use of the Sites, as set forth in our Privacy Policy. You understand and agree that (a) WTCA is justifiably relying on this representation in granting you access to the Sites and (b) if you later take legal action inconsistent

with this representation, such action will constitute evidence that your representation was false. In that case, WTCA may elect to terminate these Terms, without prejudice to our ability to seek damages resulting from your breach. If you do not agree to the practices described in our Privacy Policy, you may not use the Sites or provide us with any information.

14. DISCLAIMER OF WARRANTIES

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SITES ARE PROVIDED "AS IS." WTCA MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER TO YOU OR ANY OTHER PERSON RELATING IN ANY WAY TO THE SITES, THE WTCA CONTENT, OR ANY EXTERNAL SITES ACCESSIBLE DIRECTLY OR INDIRECTLY THROUGH THE SITES. WTCA DISCLAIMS IMPLIED WARRANTIES THAT THE SITES AND THE SOFTWARE, CONTENT, SERVICES, AND INFORMATION DISTRIBUTED THROUGH THE SITES ARE MERCHANTABLE, OF SATISFACTORY QUALITY, ACCURATE, TIMELY, FIT FOR A PARTICULAR PURPOSE OR NEED, OR NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY WTCA OR A REPRESENTATIVE SHALL CREATE A WARRANTY.

WITHOUT LIMITING THE PRECEDING PARAGRAPH, WE DO NOT GUARANTEE THAT THE SITES (A) WILL MEET YOUR REQUIREMENTS, (B) ARE ERROR-FREE OR RELIABLE; (C) ARE FREE OF MALWARE OR OTHER HARMFUL COMPONENTS; OR (D) WILL BE ACCESSIBLE AT ALL TIMES OR LOCATIONS OF YOUR CHOOSING, AND WE DO NOT ENDORSE AND MAKE NO WARRANTY REGARDING THE ACCURACY OR RELIABILITY OF ANY OPINION, INFORMATION, ADVICE OR STATEMENT ON THE SITES. IT IS YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS, AND USEFULNESS OF ANY INFORMATION, OPINION, ADVICE OR OTHER CONTENT AVAILABLE THROUGH THE SITES AND TO CONSULT THE ADVICE OF PROFESSIONALS AS NEEDED.

SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE WARRANTY DISCLAIMERS IN THIS SECTION 14 OR ELSEWHERE IN THESE TERMS MAY NOT APPLY TO YOU. FOR CLARIFICATION, NOTHING IN THESE TERMS SEEKS TO DISCLAIM ANY WARRANTIES THAT CANNOT BE DISCLAIMED UNDER APPLICABLE LAW. YOU AGREE, HOWEVER, THAT ALL WARRANTY DISCLAIMERS IN THESE TERMS SHALL APPLY TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

15. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WTCA, ITS PARENTS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, ASSIGNS, SUPPLIERS, AND LICENSORS, AND EACH OF THEIR OFFICERS, SHAREHOLDERS, MANAGERS, EMPLOYEES, AGENTS, AND DIRECTORS (THE "RELEASED PARTIES") SHALL NOT BE LIABLE FOR ANY THE FOLLOWING DAMAGES ARISING IN CONNECTION WITH YOUR USE OF (OR INABILITY TO USE) THE SITES: (A) INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, STATUTORY, EXEMPLARY, OR CONSEQUENTIAL DAMAGES; (B) LOSS OF

USE, DATA, BUSINESS, REVENUE, OR PROFITS, IN ALL CASES WHETHER DIRECT OR INDIRECT; (C) DAMAGES, INCLUDING FOR ANY DELAY OR FAILURE IN PERFORMANCE, ARISING FROM CAUSES BEYOND THE REASONABLE CONTROL OF THE RELEASED PARTIES; (D) DAMAGES ARISING FROM THE CONDUCT OF OTHER USERS OF THE SITES OR THEIR USER CONTENT; OR (E) DAMAGES RELATING TO THE DELAY, FAILURE, INTERRUPTION, DISCLOSURE, OR CORRUPTION OF ANY DATA OR INFORMATION TRANSMITTED IN CONNECTION WITH THE SITES.

IN NO EVENT WILL THE COLLECTIVE LIABILITY OF THE RELEASED PARTIES IN CONNECTION WITH ANY DISPUTE (DEFINED BELOW) EXCEED THE GREATER OF (A) \$250 USD OR (B) THE AMOUNT YOU PAID TO WTCA IN CONNECTION WITH YOUR USE OF THE SITES IN THE 12-MONTH PERIOD PRECEDING THE DATE ON WHICH THE FIRST CLAIM RELATED TO THE DISPUTE AROSE.

THE LIMITATION OF LIABILITY IN THIS SECTION 15 APPLIES REGARDLESS OF LEGAL THEORY, EVEN IF THE RELEASED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE. FURTHER, YOU UNDERSTAND AND AGREE THAT THE LIMITATION OF LIABILITY IN THIS SECTION 15 IS AN ESSENTIAL ASPECT OF OUR ABILITY TO PROVIDE THE SITES TO YOU AND THAT WE WOULD NOT BE ABLE TO DO SO WITHOUT IT.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF CERTAIN DAMAGES, SO SOME OF THE LIMITATIONS OF LIABILITY IN THIS SECTION 15 OR ELSEWHERE IN THESE TERMS MIGHT NOT APPLY TO YOU. FOR CLARIFICATION, NOTHING IN THESE TERMS SEEKS TO LIMIT ANY LIABILITY IN A MANNER INCONSISTENT WITH APPLICABLE LAW. YOU AGREE, HOWEVER, THAT ALL LIMITATIONS OF LIABILITY IN THESE TERMS SHALL APPLY TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

16. Indemnification

You agree to defend (at their option), indemnify, and hold the Released Parties harmless from and against any and all liabilities, claims, damages, costs, and expenses, including attorneys' fees and costs, arising from or related to (a) any breach by you of these Terms, (b) any User Content you share; and (c) your violation of any law or the rights of a third party.

We reserve the right to assume exclusive defense and control of any matter otherwise subject to indemnification by you and, in any case, you agree to cooperate with us if and as requested by us in the defense and settlement of such matter. In any case, you agree never to settle any matter for which your indemnification is required absent our prior written consent.

Separately, if you initiate (or threaten to initiate) any litigation, arbitration, or otherwise assert any claim against the Released Parties that is based or relies, in whole or in part, upon a repudiation or breach of any promises, representations, warranties, agreements, or consents that you have made or provided pursuant to these Terms (collectively "**Prohibited Legal Actions**"), you agree to

indemnify the Released Parties from and against any liabilities, claims, damages, costs, and expenses, including attorneys' fees and costs, arising from or related to the Prohibited Legal Action (or your threat of the same).

17. Dispute Resolution; Agreement to Arbitrate

If there is any controversy, claim, action, or dispute between you and WTCA arising out of or related to your use of the Sites or the breach, enforcement, interpretation, or validity of these Terms or any part of them (“**Dispute**”), you and WTCA agree to resolve the Dispute through the dispute resolution procedures set forth in this Section 17, even if the Dispute arose prior to the Effective Date of these Terms.

A. Informal Dispute Resolution

You and WTCA agree to first attempt to avoid the costs of formal dispute resolution by giving each party a full and fair opportunity to address and resolve the Dispute informally. Specifically, the party with the complaint (the “**Complaining Party**”) shall send written notice to the other party (the “**Receiving Party**”) describing the facts and circumstances of the Dispute (each such notice being a “**Dispute Notice**”).

All Dispute Notices must: (1) be personally signed by the Complaining Party; (2) include the Complaining Party's name, physical address, and email address; (3) describe with specificity the nature and basis of the Dispute in a manner sufficient for the Receiving Party to evaluate the merits of the Complaining Party's individualized claim, and (4) set forth the alleged damage and harm suffered and the specific relief sought with a calculation for it. Each Dispute Notice is limited to a single Dispute between you and WTCA. As such, your Dispute and the Disputes of other parties may not be combined into a single Dispute Notice.

Dispute Notices shall be sent to:

- **To WTCA:** You must send notice (1) by electronic mail to privacy@wtca.org and (2) by first-class or certified mail to 115 Broadway, #1202, New York, NY 10006, Attention: General Counsel.
- **To You:** We will send notice by (1) first class or certified mail to the physical address we have on file for you (if any) and (2) by electronic mail to the email address we have on file for you (if any). If we do not have a physical or email address on file for you, or if we are, for any reason, unable to provide notice via the contact information on file, we reserve the right to provide notice by such means as we deem reasonable.

You and WTCA will attempt to resolve the Dispute through informal negotiation within sixty (60) days beginning on the date that a valid Dispute Notice is sent (the “**Informal Negotiation Period**”). During the Informal Negotiation Period, the parties are required to conduct an individual meet-and-confer in person, or via teleconference or videoconference, that addresses only the Dispute between you and WTCA (the “**Conference**”). If you are represented by counsel, your

counsel may participate in the Conference, but you will also need to participate. WTCA will participate in the Conference through one or more representatives, which may include our counsel.

Both you and WTCA agree that the foregoing dispute resolution procedure (the “**Informal Dispute Resolution Procedure**”) is a condition precedent that must be satisfied before initiating any arbitration or litigation against the other party. If any aspect of the Informal Resolution Procedure has not been met, the parties agree that (a) a court of competent jurisdiction can enjoin the filing or prosecution of any arbitration or litigation and (b) unless prohibited by law, no arbitration administrator shall accept or administer an arbitration or demand fees in connection with the Dispute.

B. Binding, Individual Arbitration

IF ANY DISPUTE CANNOT BE RESOLVED BY THE INFORMAL DISPUTE RESOLUTION PROCEDURE, YOU AGREE THAT SUCH DISPUTE WILL BE DECIDED BY BINDING ARBITRATION ON AN INDIVIDUAL BASIS. ARBITRATION ON AN INDIVIDUAL BASIS MEANS THAT NEITHER YOU NOR WTCA WILL NOT HAVE, AND EACH PARTY HEREBY WAIVES, THE RIGHT TO HAVE A JUDGE OR JURY TO DECIDE ITS CLAIMS, AND THAT NEITHER YOU NOR WTCA IS ALLOWED TO PROCEED IN A CLASS, CONSOLIDATED, COLLECTIVE, OR REPRESENTATIVE CAPACITY. OTHER RIGHTS THAT YOU AND WE WOULD OTHERWISE HAVE IN COURT WILL NOT BE AVAILABLE OR WILL BE MORE LIMITED IN ARBITRATION, INCLUDING DISCOVERY AND APPEAL RIGHTS.

All such Disputes shall be exclusively submitted to Judicial Arbitration and Mediation Services (JAMS) (www.jamsadr.com) for binding arbitration under its rules then in effect (as modified by these Terms), before one arbitrator to be mutually agreed upon by both parties. Notwithstanding any other provision of these Terms, the arbitration shall be conducted in accordance with the JAMS Consumer Arbitration Minimum Standards (<https://www.jamsadr.com/consumer-minimum-standards/>) (the “**JAMS Standards**”) if (and only if) it is determined by JAMS or the arbitrator that the JAMS Standards are applicable to the Dispute. The location of any hearings will be determined by the applicable JAMS rules, provided that if the claim is for \$10,000 or less, you may choose to have the arbitration conducted (a) solely on the basis of the documents submitted to the arbitrator or (b) through a hearing by teleconference or videoconference.

The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any Dispute arising under or relating to the interpretation, applicability, enforceability, or formation of these Terms, including any claim that all or any part of these Terms are void or voidable. For the avoidance of doubt, you and WTCA agree that the arbitrator shall have the exclusive power to rule on his or her own jurisdiction, including any objections with respect to the scope or validity of this section or the arbitrability of any claim or counterclaim. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof.

C. Mass Arbitration

This Section 17(C) applies to Mass Arbitrations (defined below) and supersedes any provision to the contrary in these Terms.

If you or WTCA files a Demand for Arbitration that is one of fifty (50) or more similar Demands for Arbitration filed against the other party (*i.e.*, against you or WTCA, as applicable) by parties represented by the same law firm or law firms acting in coordination (“**Mass Arbitration**”), the arbitration of the Dispute, and all other Disputes constituting the Mass Arbitration, shall be conducted in accordance with the JAMS Mass Arbitration Procedures and Guidelines, including the JAMS Mass Arbitration Fee Schedule (the “**Mass Arbitration Procedures**”). The Mass Arbitration Procedures are available at www.jamsadr.com/mass-arbitration-procedures.

You and WTCA agree that, in the event of a Mass Arbitration, any issues arising under or relating to (a) the interpretation, applicability, enforceability, or formation of these Terms, including any claim that all or any part of these Terms are void or voidable or (b) the jurisdiction of the arbitrator, including any objections with respect to the existence, scope, or validity of this Section 17 or the arbitrability of any claim or counterclaim, shall be decided by a court of competent jurisdiction.

A. Exceptions

Notwithstanding any other provision of this Section 17, you or WTCA may (a) bring an individual claim or elect to resolve a Dispute in small claims court in the United States consistent with any applicable jurisdictional and monetary limits that may apply (so long as the action is litigated exclusively in small claims court and is not removed or appealed to a court of general jurisdiction) and (b) file an individual claim in court to (i) enjoin the infringement or other misuse of its intellectual property rights or (ii) seek a declaration that the other party is in breach of these Terms. You and WTCA agree that any claims referenced in the preceding sentence must be brought and maintained on an individual basis.

In addition, nothing in these Terms prohibits you or us from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against us on your behalf (or vice versa).

18. Choice of Law & Choice of Forum

These Terms have been made in and shall be construed in accordance with the laws of the United States (including federal arbitration law) and the state of New York, without giving effect to any conflict of laws principles. Any arbitration conducted pursuant to these Terms shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16).

Except for claims properly lodged in a small claims court in the United States, any Disputes that are, for any reason, not subject to the arbitration provision in these Terms shall be resolved by a court located in the City and County of New York and you agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action.

19. Claims of Copyright Infringement

We comply with the Digital Millennium Copyright Act (“**DMCA**”). If you have a concern regarding the use of copyrighted material on our Sites, please contact our agent designated for responding to reports of copyright infringement (“**Designated Agent**”). In the subject line of your message, please include “Re: Claim of Copyright Infringement.” The contact information for our Designated Agent is as follows:

General Counsel
World Trade Centers Association, Inc.
115 Broadway #1202,
New York, NY 10006
(212) 432-2626
legal@wtca.org

To be effective, the notification must be a written communication that includes the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
4. Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number and, if available, an email address at which the complaining party may be contacted;
5. A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and;
6. A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

When we receive a substantially compliant Copyright Notice, we will expeditiously remove or disable access to the allegedly infringing content. We may give notice to the user responsible for the content by means of a general notice on the Sites, email to the user’s address in our records, or written communication sent by first-class mail to the user’s physical address in our records. If you receive such a notice and believe that the content was removed as a result of mistake or misidentification, you may send a counter-notification to the Designated Agent (“**Copyright Counter-Notification**”).

To be effective, a Copyright Counter-Notification must be a written communication that includes the following:

1. Your physical or electronic signature;
2. Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;
3. A statement from you, under penalty of perjury, that you have a good-faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
4. Your name, physical address, telephone number, and a statement that you consent to the jurisdiction of a federal district court for the judicial district in which your physical address is located, or if your physical address is outside of the United States, for any judicial district in which we may be found, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

In an effort to protect the rights of copyright owners, we maintain a policy for the termination, in appropriate circumstances, and where technically feasible, of account holders who are repeat infringers.

20. Modification and Termination of these Terms and the Sites

A. Changes to these Terms.

We reserve the right to modify these Terms at any time. When we do so, we will update the “Effective Date” above. For material changes, we will seek to supplement such notice by email, a pop-up message on the Sites, another type of prominent notice on the Sites, or by other reasonable means). Your use of the Sites following any changes to these Terms will constitute your acceptance of the Terms as modified.

B. Termination of these Terms.

These Terms will continue to apply to you until terminated by either you or WTCA. We may terminate these Terms or suspend your access to the Sites at any time if we believe you have breached these Terms, if we stop providing the Sites or any material component thereof, or as we believe necessary to comply with applicable law. You may terminate these Terms at any time by discontinuing your use of the Sites and, if applicable, deleting your account. To delete your account, follow the instructions provided in your account settings or, if you are unable to locate any such instructions, contact us at privacy@wtca.org.

If you or we terminate these Terms, or if we suspend your access to the Sites, you agree that (a) your right to access and use the Sites ceases immediately and (b) we shall have no liability or responsibility to you in connection with the same. Notwithstanding the preceding sentence, if you voluntarily terminate these Terms, and you are not barred from using the Sites by WTCA or applicable law, you are permitted to resume use of the Sites at a later date. Your continued use of the Sites after such termination constitutes your renewed acceptance of the then-current version of these Terms.

The following provisions shall survive the termination of these Terms: Sections 1, 2, 5 (excluding the License), 6, 7, 8, 9, 13, 14, 15, 16, 17, 18; and any other provisions of these Terms that, either explicitly or by their nature, must remain in effect even after termination of these Terms.

C. Modifications to the Sites.

We may change, restrict access to, suspend, or discontinue the Sites, or any portion of the Sites, at any time and without prior notice. You acknowledge and agree that WTCA will not be liable to you or to any third party for any such termination, modification, suspension, or discontinuance of the Sites.

MISCELLANEOUS

A. Interpretation.

In these Terms, the words “include,” “includes,” and “including” shall be construed as if followed by “without limitation.” Titles and headings to sections herein are inserted for the convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of these Terms. Any limited or specific disclaimers or limitations of liability found in these Terms shall not limit the effect, force, or breadth of any other disclaimers or limitations of liability in these Terms. When these Terms refer to a decision or action that will or may be made or taken by WTCA, such decision or action shall be made, taken, or refrained from in WTCA’s sole discretion and judgment.

B. No waiver.

Our failure to act with respect to a breach by you or others of these Terms does not waive our right to act with respect to a subsequent or similar breach or breaches.

C. Severability.

If any provision of these Terms is held to be invalid by a court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect.

D. Entire Agreement.

These Terms set forth the entire understanding and agreement between us with respect to your use of the Sites.

E. Assignment.

You may not assign, transfer, or sublicense any or all of your rights or obligations under these Terms without our express prior written consent. We may assign, transfer, or sublicense any or all of our rights or obligations under these Terms without restriction.

F. No Relationship.

These Terms do not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between you and WTCA.

G. Notice to California Residents.

You may reach WTCA at the contact information provided below in Section 21. California residents may also reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

WITH RESPECT TO ANY LIMITATIONS OR DISCLAIMERS OF WARRANTIES OR LIABILITY INCLUDED IN THESE TERMS, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES, "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

H. Admissibility.

You agree that a printed version of these Terms and/or any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms or your use of the Sites to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

21. Contact Us

If you have any questions, comments or concerns about these Terms, please contact us at:

World Trade Centers Association, Inc.
115 Broadway #1202,
New York, NY 10006
(212) 432-2626
privacy@wtca.org

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