



Humentum Services Terms & Conditions

These Terms & Conditions (“Terms”) govern Humentum’s Services. By accessing Humentum’s Services by checking the acceptance box electronically on behalf of your organization, you (“the Client”) agree to abide by these Terms. As you are accepting these Terms on behalf of an organization, you represent that you have the authority to bind that organization, and in such case “you” refers to the organization and its authorized users. Please read this document carefully before it is accepted.

1. Acceptance

- 1.1. **Binding Agreement:** By accepting these Terms (including by electronically checking the box), the Client acknowledges that this agreement is a legally binding contract between you and Humentum. You agree that you have read, understood, and will comply with all the terms, conditions, and policies associated with Humentum services. Acceptance signifies that you will adhere to all rules and guidelines provided by Humentum, as updated from time to time.
- 1.2. **Scope:** Your purchased products are subject to these Terms and any additional rules or codes of conduct that Humentum makes available to Clients. If you do not agree with any part of these Terms, you should not proceed with acceptance.

2. Obligations

- 2.1. **Professional Conduct:** As a client, your organization may participate in the Humentum community. You agree that all employees will conduct themselves in a courteous, respectful, and ethical manner in all interactions, whether online or in person. Harassment, discrimination, abuse, or any form of unprofessional behavior towards other Clients, Humentum staff, or anyone within the community **is strictly prohibited**. You will adhere to Humentum’s published Code of Conduct and Humentum’s “Standards of Collaboration” set out below) that govern interactions.
- 2.2. **Compliance with Policies:** As a client, you agree to comply with all applicable Humentum policies, procedures, and guidelines, including event rules, online platform terms of use, and confidentiality requirements. Humentum’s privileges and resources are to be used only for their intended purposes and in accordance with applicable laws and regulations. Misuse of assigned privileges, violation of any laws, or conduct that could harm Humentum’s reputation or the safety and comfort of other clients may result in suspension or termination of your service (see Section 7).
- 2.3. **Relationship Between the Parties:** Nothing in these Terms shall be construed to create a partnership, joint venture, employer–employee, or agency relationship between your organization and Humentum. Neither party has the authority to bind or obligate the



other, and Humentum shall not be liable for any debts or obligations you may incur with third parties.

3. Payment, Renewal, and Product Changes

- 3.1. **Fees:** Humentum requires payment of the applicable fees for your service as communicated at the time of signup or renewal. You agree to pay all dues and fees on time. It is your responsibility to ensure that payments are made in a timely way. Failure to pay fees when due will result in suspension of services.
- 3.2. **Auto-Renewal Terms:** Unless you opt out of auto-renewal, Humentum will automatically renew services at the end of each term for an additional term of the same length, unless notified by Humentum otherwise. By providing a payment method, you authorize Humentum to charge the then-applicable renewal fees to your credit card or other payment method at the start of each renewal term. Humentum will send a reminder notice before processing an auto-renewal. You must cancel your services or disable auto-renewal at least 30 days **before** the renewal date if you do not wish to continue for the next term. If you do not cancel in time, the renewal charge will be deemed authorized, and your services will continue for the new term.
- 3.3. **Refunds and Cancellations:** Fees are non-refundable except as required by law or expressly permitted by Humentum's written policies. Once a term begins and your payment is processed, you will not be entitled to a refund if you decide to cancel or stop using it during that term. Cancellation prevents auto-renewal for the subsequent term but does not trigger a refund for the current term. In certain cases (e.g., billing errors or as mandated by law), Humentum may, at its sole discretion, provide a pro-rated refund or credit.
- 3.4. **Tier Changes:** Clients may upgrade their service level at any time during the current term. When upgrading, charges will be prorated to the end of the current term, and the upgraded benefits will be provided immediately upon processing. No downgrade will be possible during the current term but can be amended with the notice above before auto-renewal.

4. Non-Transferability and Assignment

- 4.1. **Assignment and Delegation:** You shall not, without Humentum's prior written consent, assign or otherwise transfer any of your rights or obligations under these Terms. Any attempted assignment without such consent is null and void.

5. Intellectual Property and Confidentiality

- 5.1. **Humentum Materials and Intellectual Property:** All content, materials, courses, documentation, software, logos, trademarks, and resources provided or made available to you by Humentum as part of its services ("Humentum Materials") are the intellectual property of Humentum or its licensors and are protected by copyright, trademark, and



other applicable intellectual property laws. You are granted a limited, revocable, non-exclusive, non-transferable license to access and use Humentum Materials for your own personal or internal organizational use. You agree not to copy, distribute, reproduce, modify, publish, create derivative works from, or publicly display any Humentum Materials except as expressly permitted by Humentum or by law. Any use of Humentum's name, logo, or trademark must be in accordance with Humentum's brand guidelines or with prior written permission.

- 5.2. **Contributions:** If you participate in forums, events, or share content within Humentum platforms, you affirm that you have the right to do so. By sharing content, you grant Humentum a non-exclusive, royalty-free license to use, reproduce, and distribute your content solely for purposes related to the services provided. You retain ownership of your intellectual property but acknowledge that others may access and use your contributions for their personal or internal organizational purposes.
- 5.3. **Confidentiality:** You may obtain access to non-public information or materials intended solely for Humentum's Clients. You agree to maintain the confidentiality of such information and not to disclose it to unauthorized persons or entities without express permission from Humentum or the owner of the information. This obligation remains in effect during and after your term, except where disclosure is required by law.

6. Limitation of Liability and Indemnification

- 6.1. **Limited Liability of Humentum:** To the maximum extent permitted by law, Humentum and its affiliates, officers, employees, and agents shall not be liable for any indirect, incidental, consequential, special, punitive, or exemplary damages arising out of or related to your subscription or use of Humentum services or materials. This includes, without limitation, any loss of profits, loss of data, business interruption, or other economic loss, even if Humentum has been advised of the possibility of such damages. In no event shall Humentum's total cumulative liability to you for any claims exceed the total amount of fees paid by you in the 12 months immediately preceding the event giving rise to the claim.
- 6.2. **Disclaimers:** All services, information, and content provided by Humentum are provided on an "as is" and "as available" basis without any warranty of any kind, either express or implied. Humentum disclaims all warranties, including any implied warranties of merchantability, fitness for a particular purpose, or non-infringement. Use of Humentum services and reliance on any content provided is at your sole risk.
- 6.3. **Indemnification:** You agree to indemnify, defend, and hold harmless Humentum, its officers, directors, employees, agents, and affiliates from any and all claims, liabilities, damages, losses, or expenses (including reasonable attorneys' fees) arising out of or in connection with: (a) your breach of these Terms or any Humentum policy incorporated by reference; (b) your violation of any applicable law or the rights of any third party; or (c) any content or actions originating from your service activities. This indemnification obligation shall survive the termination of your services.



7. Termination, Suspension, and Force Majeure

- 7.1. **Termination by Humentum:** Humentum reserves the right to suspend or terminate your services at any time, with or without notice, and with or without cause, if you violate these Terms, fail to pay fees due, or engage in conduct that Humentum determines—at its sole discretion—is harmful or contrary to the mission of the Humentum forum. In cases of termination for cause, you will not be entitled to any refund of fees, and Humentum may bar you from future services.
- 7.2. **Termination by Client:** You may terminate your services at any time by providing written notice or using any available self-service cancellation feature. Such termination will prevent auto-renewal for subsequent terms; however, you will not receive a refund for any portion of the current term.
- 7.3. **Effect of Termination:** Upon termination or expiration of your services, all rights and privileges granted under these Terms cease immediately. You must stop accessing client-only resources and any confidential materials obtained through the service. Obligations incurred prior to termination remain enforceable.
- 7.4. **Suspension:** Humentum may suspend your service (for example, during an investigation of alleged misconduct or payment issues). During suspension, you will temporarily lose access to benefits. Continued non-compliance or unresolved issues may result in permanent termination.
- 7.5. **Data Management:** 60 days after the end of your contract, all data and course files will be deleted from our system. This data will not be retrievable at any point in the future. After two years, all accounts with no activity will be deactivated. These accounts can be reactivated anytime on request, but only if your membership continues to be active.
- 7.6. **Force Majeure:** Neither Humentum nor you shall be liable for any failure or delay in performing obligations under these Terms if such failure is due to causes beyond reasonable control (including acts of God, natural disasters, war, terrorism, labor disputes, governmental actions, or other events beyond the affected party's control). If a force majeure event continues for more than 30 days, either party may terminate the service(s) without further liability.

8. Governing Law and Dispute Resolution

- 8.1. **Governing Law:** These Terms shall be governed by and construed in accordance with the laws of the District of Columbia, United States of America, without regard to its conflict of law principles.
- 8.2. **Jurisdiction and Venue:** Any dispute or claim arising out of these Terms shall be resolved in the courts located in Washington, D.C. Humentum reserves the right to seek injunctive relief in any jurisdiction to protect its intellectual property or enforce these Terms.



8.3. **Dispute Resolution Efforts:** Prior to initiating any legal action, both you and Humentum agree to engage in good faith discussions or mediation to resolve any disputes arising under these Terms.

By checking the box next to “I agree to Humentum’s Services Terms & Conditions,” you affirmatively consent to these Terms & Conditions and acknowledge that you understand and agree to all the provisions above.

If you have any questions or do not agree with these Terms, please do not proceed with registration or payment.



Humentum's Platform Standards of Collaboration

These Standards of Collaboration ("Standards") set forth the guidelines for engaging on Humentum's Platform (Humentum Connect). All participants are expected to read, understand, and abide by these Standards to foster a respectful, safe, and productive environment.

1. General Principles and Conduct

- 1.1. All participants must conduct themselves in a courteous, respectful, and professional manner. Discussions should focus on ideas, issues, and sector challenges rather than personal attacks. Abusive, profane, threatening, or otherwise offensive behavior is strictly prohibited, and clients must refrain from posting or sharing any content that is illegal or harmful.
- 1.2. Any attempt to collect personal data for commercial or unlawful purposes—including the harvesting of information, cold-calling, or mass-mailings—is forbidden. Participants are also prohibited from altering or falsifying attributions, legal notices, or proprietary designations on any content posted on Humentum's Platform.

2. Confidentiality and Data Privacy

- 2.1. Humentum's Platform is intended to be a trusted space for discussion, collaboration, and networking. All questions, responses, and materials shared on the platform must be treated as confidential and must not be disclosed externally without the express consent of the contributors. Given that posts and contributions are attributed to individual names and affiliated organizations, participants should exercise caution when sharing sensitive information.
- 2.2. Participants are expected to respect the privacy of their peers; personal information shared on the platform must not be copied, disseminated, or used for any commercial purposes. Humentum is committed to protecting client data in accordance with applicable privacy laws such as GDPR and CCPA, and detailed information regarding data handling practices is available in our Privacy Policy.

3. Discussion, Content, and Collaboration

- 3.1. Humentum welcomes all forms of contribution, whether you are posing a question, sharing challenges, offering opinions, or providing updates on sector developments. While every contribution is valued, participants should strive to keep discussions focused and relevant to the community's mission.
- 3.2. Recruitment or job postings are permitted on Humentum's Platform, by pasting in [Opportunities | Humentum Connect](#) area. Vendor or product reviews and recommendations are welcomed, direct commercial solicitations or offers to sell goods



and services are strictly prohibited. Requests for specific salary, bonus, or other compensation details are disallowed to prevent any actions that might be construed as price fixing.

- 3.3. All information provided on Humentum's Platform is offered solely for educational and informational purposes. It should not be considered a substitute for professional advice, and Humentum does not guarantee the accuracy, reliability, or legality of any client-provided information. Participants are encouraged to seek professional advice where necessary.

4. Terms of Use and Access

- 4.1. Access to Humentum's Platform is reserved exclusively for clients. Sharing of login credentials is strictly prohibited. If additional personnel within your organization require access, they must register.

5. Moderation, Enforcement, and Appeals

- 5.1. Humentum reserves the right to monitor, moderate, remove, reject, or edit any message or resource posted on Humentum's Platform at its sole discretion. If any content is deemed to violate these Standards or applicable laws, Humentum may take enforcement action, which can include suspension or termination of access without prior notice. In cases of severe or repeated violations, a client may be permanently barred.
- 5.2. If you believe that a moderation or enforcement decision has been made in error, you may submit an appeal in writing to Humentum at customerexperience@humentum.org. Humentum will review your appeal and respond within a reasonable time frame to ensure fair treatment while upholding its standards.

6. Intellectual Property and Copyright

- 6.1. All content displayed on Humentum's Platform - including text, images, and other intellectual property - is owned by Humentum and is protected under U.S. and international copyright laws. Although Humentum does not claim ownership of materials or information provided by participants, you warrant that you have the rights to share such content.
- 6.2. Participants are granted a limited, non-exclusive license to access and download content solely for personal, non-commercial use. Any sharing or distribution that violates copyright or trademark protections is strictly prohibited, and participants are encouraged to provide links to full articles rather than posting extensive excerpts.

7. Indemnity

- 7.1. By using Humentum's Platform, you agree to indemnify, defend, and hold harmless Humentum, its officers, employees, agents, and affiliates from and against any liabilities, claims, damages, losses, or expenses—including reasonable attorney's fees—that arise



from or relate to your use of the platform, your violation of these Standards, or any content you post. This indemnity obligation shall survive the termination of your clientship and remain in effect regardless of the cause or duration of your use.

8. Updates and Notifications

- 8.1. Humentum reserves the right to update these Standards from time to time. Any changes will be posted on Humentum's Platform and will become effective immediately upon posting. Continued use of the platform following such modifications constitutes your acceptance of the updated Standards.
- 8.2. Humentum may also notify participants through email or through the platform when significant changes occur.

9. Abuse Reporting and Contact Information

- 9.1. If you observe any behavior or content that violates these Standards, please report the incident promptly by contacting Humentum at customerexperience@humentum.org. All reports will be treated confidentially and reviewed in accordance with our enforcement procedures.
- 9.2. For any questions or inquiries regarding these Standards or related privacy concerns, please contact Humentum's customer experience team at customerexperience@humentum.org.

By engaging on Humentum's Platform, you acknowledge that you have read, understood, and agree to abide by these Standards of Collaboration. These guidelines are designed to ensure that Humentum's Platform remains a secure, respectful, and productive environment for all.