

**AMERICAN EXPRESS:  
OPEN FORUM® COMMUNITY TERMS OF USE**

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**Table of Contents**

1	INTRODUCTION
2	DESCRIPTION OF THIS COMMUNITY AND AVAILABILITY
3	AUTHORITY AND CAPACITY
4	REGISTRATION AND PROFILE CREATION; SITE SECURITY
5	ADDITIONAL AGREEMENTS INCORPORATED BY REFERENCE
6	CHANGES TO TERMS OF USE
7	POSTING AND INTELLECTUAL PROPERTY RIGHTS; CONFIDENTIALITY
8	RULES OF CONDUCT
9	PHOTO UPLOAD RULES
10	REPORTING ABUSE, VIOLATIONS OF TERMS OF USE
11	COPYRIGHT/TRADEMARKS
12	DIGITAL MILLENNIUM COPYRIGHT ACT - NOTIFICATION TO AMERICAN EXPRESS REGARDING ALLEGED COPYRIGHT INFRINGEMENT
13	GENERAL RELEASE AND INDEMNIFICATION
14	LIVE EVENTS
15	ARBITRATION
16	UNAUTHORIZED ACCESS OR USAGE; FRAUD INVESTIGATIONS.
17	DISCLAIMER OF WARRANTIES
18	DISCLAIMERS REGARDING WIRELESS COMMUNICATIONS.
19	SEVERABILITY AND WAIVER

**1 INTRODUCTION**

1.1 *Welcome to OPEN Forum!* OPEN Forum is an online business-to-business networking and informational website owned and operated by American Express Travel Related Services Company, Inc. (“our”, “we”, “us” or “American Express”) with a home page at [www.openforum.com](http://www.openforum.com) (the “Site”). The following terms and conditions of use (together with the agreements listed in Section 5, *Additional Agreements Incorporated by Reference*, below, hereinafter the “Terms of Use”) apply to and govern our contractual relationship with respect to your access to and use of this Site, including any and all materials, content, communications, tools, features, functionality, services and events available on or through the Site, whether or not log-in is required to access them (collectively, the “Community”).

[Return to Top](#)

**2 DESCRIPTION OF THIS COMMUNITY AND AVAILABILITY**

2.1 The Community is designed to give business owners information and networking opportunities to help grow their businesses. Articles, comments, event listings, direct messages between OPEN Forum Members, and any other materials available on or through the Community (“Community Content”) do not reflect the opinions or analysis

- of the American Express Company or any of its affiliates, subsidiaries or divisions. American Express is not responsible for, and does not validate, any information, opinions, assertions or statements expressed in any such Community Content, or the identity or credentials of the individuals communicating through the Community. Such information, opinions, assertions or statements do not, and should not be relied upon to, replace the advice of your own professional legal, tax and financial advisors. You may use Community Content solely for your own internal, non-commercial purposes.
- 2.2 Registration for this Community may require third-party platform credentials (e.g. LinkedIn).
  - 2.3 Registration is required in order to post, submit, upload, transmit or otherwise make available any comment, question, answer, opinion, direct message, review, content, link, information (including profile information), communication, photograph and/or other material (each, a “Post”).
  - 2.4 By posting on the Community, you are consenting to allow us to display your Posts to all users of the Community (including those who are not logged in, or registered to participate in, the Community), to feature them on other American Express properties and to otherwise use them as described in Section 7, *Posting and Intellectual Property Rights; Confidentiality*, below.
  - 2.5 This Community is not intended to be a means of communicating personal or business-related customer service issues related to American Express Cards or other products unrelated to this Community. Cardmembers should call the number on the back of their Card with such issues.
  - 2.6 You (and not American Express) are responsible for, without limitation, obtaining and maintaining all telecommunications, broadband, and computer hardware, equipment, and services needed to access and use the Community, and paying all charges related thereto.
  - 2.7 American Express reserves the right to discontinue offering this Community, or otherwise supplement, change, or modify its appearance and/or any features or functions of this Community, in any way, in whole or in part at any time for any purpose without notice. **WE SHALL NOT HAVE ANY LIABILITY OR OBLIGATION TO YOU OR YOUR BUSINESS IN THE EVENT WE EXERCISE OUR RIGHT TO DO SO.**

[Return to Top](#)

### **3 AUTHORITY AND CAPACITY**

- 3.1 You represent, warrant and covenant that you are at least eighteen (18) years old, and that you are a U.S. citizen or are physically present in the United States as you access the Community.
- 3.2 If you access the Community in your capacity as an employee, owner, or otherwise as an agent of another person or entity, you agree on behalf of yourself and such person or entity, jointly and severally, to be bound by these terms and conditions.
- 3.3 You represent, warrant and covenant that you are competent and that you have the capacity and authority necessary to agree to these Terms of Use (including on behalf of such person or entity, if applicable).
- 3.4 By accessing or participating in the Community, you hereby affirm that you have reviewed and understood these Terms of Use, and that you agree to be bound by the terms and conditions hereof.

[Return to Top](#)

#### 4 REGISTRATION AND PROFILE CREATION; SITE SECURITY

- 4.1 In order to access certain features of the Community, you will be asked to register to become a member of the Community (an “OPEN Forum Member”) and provide profile and contact information. We may require you to use your credentials for a third-party platform (e.g. LinkedIn) to register. You must provide us with true, accurate, and current information. You must not impersonate any person or entity or misrepresent your identity or affiliation with any person or entity, including using another person’s username, password or other account information or another person’s name, likeness, voice, image or photograph. If we have reason to suspect any such information you provided is not authorized, correct, current, or complete, we may among other remedial options refuse you access to the Community or any of its resources without notice.
- 4.2 If you elect to register for this Community through a third party platform, you are granting your consent for us to display the name and photograph and other information associated with that third-party platform (e.g. LinkedIn) profile in connection with the display of your other Posts.
- 4.3 You are solely responsible for acquiring all necessary authorizations/approvals related to your Posts to the Community. Your Posts may not contain any unauthorized depiction of any third party trademarks, trade names, or copyrighted material, or any other material owned by any third party.
- 4.4 **Important Notice About Security.** The security of the Community depends in large part on the security of the authentication credentials used. Access to this Community may require third-party platform authentication credentials. American Express is not involved in or responsible for the creation or management of these credentials so:
- We cannot confirm that individuals on this Community are who they represent themselves to be; and
  - We cannot advise or recommend that you send confidential information through the Community.

[Return to Top](#)

#### 5 ADDITIONAL AGREEMENTS INCORPORATED BY REFERENCE

- 5.1 In addition to the terms and conditions of this document, use of this Community is subject to and you are also agreeing to be bound by the
- [American Express Terms of Service](#) (a/k/a Website Rules and Regulations) ([www.americanexpress.com/tos](http://www.americanexpress.com/tos)), and
  - [American Express Online Privacy Statement](#) ([www.americanexpress.com/privacy](http://www.americanexpress.com/privacy)).
- 5.2 In the event of a conflict among or between the terms and conditions of this document, the Terms of Service and the Online Privacy Statement, the precedence shall be, first, the Terms of Service, then the Online Privacy Statement, then the terms and conditions in this document.

[Return to Top](#)

#### 6 CHANGES TO TERMS OF USE

- 6.1 American Express reserves the right to revise the Terms of Use at any time and will indicate that changes to the terms and conditions of this document have been made by

updating the date indicated after “Last Modified” at the beginning of the applicable document.

- 6.2 American Express may also notify users of this Community of changes by a notice on the home page of the Site.
- 6.3 Any modifications to these Terms of Use will only affect your and our respective rights and obligations from the effective date of the change(s) and thereafter. If you do not agree with modified Terms of Use you must cease using the Community.

[Return to Top](#)

## **7 POSTING AND INTELLECTUAL PROPERTY RIGHTS; CONFIDENTIALITY**

### **7.1 License.**

You hereby grant to American Express and its designees, an unrestricted, perpetual, irrevocable, non-exclusive, sub-licensable, transferable, fully paid-up, royalty free license to Use your Public Posts (including the ideas embodied therein), without payment or other additional consideration of any kind, or permission or notification, to you or any third party, either with or without crediting you. For purposes of these Terms of Use, “Public Posts” means any Posts other than direct messages between you and another OPEN Forum Member. For purposes of this Section 7, “Use” means, without limitation, the irrevocable right to (i) publish, reproduce, prepare derivative works, combine with other works, alter, translate, distribute copies, display, perform or license your Public Posts, or portions thereof, alone or with other material, with or without edits, without notice, without obligation, payment or accounting, and with or without reference or attribution to you or any other person, in the name of American Express or its designees throughout the world in perpetuity in any and all media now or hereafter known, including for the purpose of marketing or advertising the Community, without obtaining further permission from you or any third party, and (ii) make, have made, use, sell, offer for sale, import, export and make improvement upon any product, service or invention (whether patentable or not) described or included in the Public Posts.

You also hereby permit American Express and its designees to use portions of your Public Posts, to modify or rewrite any of your Public Posts, and/or to incorporate other materials, either created by American Express and/or its designees or licensed from third parties, with the Public Posts. Any such works shall be deemed Public Posts owned by American Express and shall not be subject to your approval or payment by American Express of any compensation to you.

Rights in the Public Posts may include, without limitation, copyright, patent, trademark, trade secret, or other intellectual property and proprietary rights. The license applies whether or not the Public Posts are or could be protected under applicable intellectual property laws, such as the copyright, trademark or patent laws of the United States, or those of other applicable countries. You can learn about intellectual property rights, if the Public Posts you plan to submit are protectable, and how you can protect them, by contacting a qualified intellectual property attorney and/or by reviewing resources at the applicable governmental office websites – for example, the United States Patent and Trademark Office at [www.USPTO.gov](http://www.USPTO.gov), or the United States Copyright Office [www.copyright.gov](http://www.copyright.gov).

### **7.2 Guidelines for Submissions.**

If your Posts contain any statements about or related to American Express or its products or services, or any other company or person, those statements must accurately, correctly, and honestly express your experience and belief.

You represent and warrant to us that your Posts: (i) are original with you and accurate, (ii) do not violate and will not violate the rights of any third party or any local, state, national or foreign law, including any right of publicity, right of privacy, confidentiality or any other contractual or proprietary right, including patent, trademark, copyright and trade secret rights, and (iii) do not violate any confidentiality obligation you owe to American Express or any other person or entity, including under an agreement between American Express and you or your employer. You also represent and warrant to us that you have the right to grant the license to the Posts described herein.

You acknowledge and agree that you are receiving good and valuable consideration for the rights you are granting herein. You acknowledge and agree that such consideration is adequate, satisfactory, and complete, and that such consideration includes without limitation the rights provided by us in these terms and the license granted by American Express for you to access the Community.

To the maximum extent that the law allows, you hereby waive all moral rights, rights of attribution, rights of privacy and rights of publicity in your Public Posts that may be available to you in any part of the world. You hereby confirm that no such rights have been asserted.

You hereby provide us the perpetual, irrevocable right, but not the obligation, to use your name, username, likeness, biography and other information about you in connection with any use of your Public Posts.

### 7.3 Confidentiality.

You acknowledge and agree that your submissions of Public Posts are not confidential, and that the relationship between you and American Express is not a confidential, fiduciary, or other special relationship. While we welcome your submissions, we do not want to receive, and will not accept, Public Posts with any understanding of a confidentiality, privacy, secrecy or non-use obligation of any kind. All of your submissions shall be considered by American Express to be non-confidential, and may be used by American Express under the license you provide to us herein, or any applicable assignment under an agreement between American Express and you or your employer, and without any further obligation to you.

American Express may be working on a same or similar idea at the time of your submission. You acknowledge and agree that we may continue to develop our own idea independent of your submission without acknowledging your Public Posts. You acknowledge and agree that American Express and its designees may create on their own or obtain other submissions that may be similar or identical to the Public Posts you submit to us through this or other channels or means. You hereby waive any and all claims you may have had, may have, and/or may have in the future, that materials accepted, reviewed and/or used by American Express and its designees may be similar to your Public Posts.

### 7.4 Option to Purchase. You agree that American Express has the option, exercisable for a period of 1 year from the date of your submission of Public Posts to us, to purchase from you and acquire all of your right, title and interest, in and to the Public Posts, including, without limitation, any copyrights, patents, patent applications and other intellectual property rights you may have in the Public Posts. If we exercise the option, you hereby

agree to accept payment in the amount of \$1,000 USD, or value in-kind at American Express's discretion, as consideration for such purchase, and you agree to execute, acknowledge and deliver to American Express all documents prepared by American Express consistent with an assignment of the intellectual property as may be necessary to carry out or effectuate the intent of the assignment. Once your rights have been assigned, you would no longer be able to use or exercise any other rights in, or grant anyone else the right to use or exercise any other rights in, the Public Posts without the written consent of American Express.

[Return to Top](#)

## **8 RULES OF CONDUCT**

- 8.1 We encourage your full participation in this Community provided that you comply with these Terms of Use. We may review Posts to this Community (both yours, and those of other members) to confirm that they comply with the Terms of Use, however, we cannot guarantee that we will review every Post, or be able to filter every Post that does not comply. American Express is under no obligation to react, remove or otherwise take action because of such Posts and assumes no responsibility or liability relating to any such Posts. See Section 9, *Photo Upload Rules*, below for photo upload rules.
- 8.2 American Express may decline to accept and/or remove any of your Posts that violate these Terms of Use.
- 8.3 You must not submit any Post that contains:
- any unlawful, harmful, threatening, abusive, harassing, defamatory, libelous, vulgar, obscene, profane, hateful, discriminatory or otherwise objectionable material of any kind, including, but not limited to, any material which encourages conduct that would constitute a violation of these Terms of Use, a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law, or in American Express' sole judgment is inappropriate;
  - messages impersonating others;
  - messages that contain personal information such as phone numbers, social security numbers, account numbers, addresses, personal line size, or references to your employer;
  - messages by non-spokesperson employees of American Express purporting to speak on behalf of American Express or containing confidential information or expressing opinions concerning American Express;
  - messages that offer unauthorized downloads of any copyrighted or private information;
  - chain letters of any kind;
  - anything that infringes the intellectual property rights of any person or entity;
  - false or misleading information or content;
  - competitive business information about another business or company;
  - links to other websites and/or blogs that contain, promote or facilitate: religious or political organizations, hate or anti-government propaganda or activities, adult-themed or oriented material or services, gambling material or services, illegal activities or content, pornography or sexually explicit material or services, illegal drugs or business, alcohol, tobacco or firearms/weapons;
  - software that could disrupt, damage, disable, burden or impair the Community;

- unsolicited or unauthorized advertising, promotional materials, ‘junk mail’, ‘spam’, ‘chain letters’, ‘pyramid schemes’, or any other form of solicitation whether or not related to your business, except that, we may in our sole discretion permit you to submit Posts with information about your business, including a link to your company website, as long as such information is related to the content topic and otherwise complies with these Terms of Use; or
- software that could circumvent, disable or otherwise interfere with security features of the Community, including features that prevent or restrict use or copying of any content.

#### 8.4 You must not:

- reproduce, duplicate, download, post, display, publish, re-license, transmit, copy, sell, resell, or exploit for any commercial purposes, any portion of, use of, or access to the Community, including the Community Content;
- modify, create derivative works of, adapt, translate, reverse engineer, decompile, or disassemble any portion of any software or other code available on or through the Community;
- disobey any rules, requirements, procedures, policies or regulations established from time to time regarding use of this Community or any networks connected to this Community;
- use the Community to communicate any information, or to engage in any discussion, that would violate any law or regulation, including but not limited to applicable antitrust and competition laws;
- engage in hacking, cracking, “phishing”, “phreaking” or any other activity to circumvent security measures on the Community or elsewhere;
- post or upload a volume of messages in a given period of time that a single human cannot reasonably manually produce in the same period by using a conventional online web browser uploading Posts one at a time;
- disrupt the normal flow of communication and dialogue on the Community, or otherwise acting in any way that adversely affects the ability of other users to engage in real-time activities on the Community;
- remove any copyright, trademark, patent or other proprietary rights notice on any Community Content, whether online or in any downloaded copy;
- interfere with or disrupt the operation of the Community, or the servers or networks that provide the Community;
- harvest or collect emails or any information about other users or companies using this Community;
- use any robot, spider, Community search/retrieval application, or other manual or automatic device to retrieve, index, “data mine,” or in any way reproduce or circumvent the navigational structure or presentation of any of the Community; or
- install, upload, post a virus, worm, Trojan Horse, Easter egg, time bomb, spyware, or any other computer code, file, or similar program that is harmful, invasive or is otherwise intended to damage or hijack the operation of any hardware, software, or telecommunications equipment.

[Return to Top](#)

## **9 PHOTO UPLOAD RULES**

- 9.1 You represent and warrant that (a) you own all necessary rights in the photographs you submit to the Community, and (b) for you and anyone else depicted in the submitted photographs, you grant all permissions needed to use the photo for all purposes consistent with these Terms of Use, including, but not limited to, commercial purposes. In addition, any photograph or image you upload to the Community must not include any of the following:
- persons other than you, except for those who have given you permission;
  - children under 18 years of age, unless you are the parent or legal guardian of said children;
  - depictions of any company names, trademarks, logos, slogans or brands in a disparaging or derogatory manner;
  - advertising or promotional materials;
  - any personal information, such as phone numbers, addresses, social security numbers, financial account numbers, PIN numbers or email addresses;
  - domain names;
  - violent, bloody, indecent, profane pornographic, nude or semi-nude and obscene or otherwise provocative content;
  - culturally, racially or socially insensitive or otherwise discriminatory or harassing content;
  - depictions or promotion of the use of illegal drugs, alcohol, tobacco, gambling or firearms or related materials or activities;
  - political or religious expressions, opinions or beliefs;
  - libelous, derogatory or defamatory content;
  - content that violates these Terms of Use; or
  - content that violates any applicable rules, regulations, ordinances or laws.
- 9.2 You may request deletion of a photograph by using the “Flag”, “Report Abuse” or other similar link/button provided.

[Return to Top](#)

## **10 REPORTING ABUSE, VIOLATIONS OF TERMS OF USE**

- 10.1 American Express reserves the right to investigate suspected violations of these Terms of Use and seek all remedies available at law and in equity for violations, including the right to suspend or terminate access of the violator(s), including by blocking access from a particular Internet address to the Community.
- 10.2 If you see a Post that violates these Terms of Use please report it to us by using the “Flag”, “Report Abuse” or other similar link/button located near the offending Post.
- 10.3 Provided proper notification, American Express will remove Posts that infringe upon the intellectual property rights (e.g. copyrights, trademark or patent rights) or personal rights (e.g., right of publicity and privacy) of another, or otherwise violate of these Terms of Use. We reserve the right to remove Posts without prior notice. In the event we choose not to do so at our discretion, American Express assumes no liability or responsibility for the Posts or any obligation to remove any inappropriate or infringing Posts or any responsibility for the conduct of a user submitting inappropriate or infringing Posts. At its sole discretion, American Express may remove any Posts and/or terminate a user’s

access to the Community (or certain portions of the Community) for violating any of these Terms of Use at any time and without notice.

- 10.4 You may “Disconnect” from other OPEN Forum Members with whom you have agreed to connect. You may also “Block” other OPEN Forum Members which means they will not see your activity in the Community.

[Return to Top](#)

## **11 COPYRIGHT/TRADEMARKS**

- 11.1 Provided that your access and use of the Community complies with all applicable laws and these Terms of Use, American Express grants you the revocable, non-transferable, non-sublicensable right to access and use the Community Content and the features, functionality, and events available on and through the Community, and to participate in the Community, and download Community Content therefrom, as available, provided you (a) keep intact all copyright, trademark and other proprietary notices, (b) make no modifications to the Community Content, and (c) do not use the Community Content for commercial purposes or in a manner that suggests an association with our or any other trademarks, licensors, products, services or brands.

[Return to Top](#)

## **12 DIGITAL MILLENNIUM COPYRIGHT ACT - NOTIFICATION TO AMERICAN EXPRESS REGARDING ALLEGED COPYRIGHT INFRINGEMENT**

- 12.1 If you believe in good faith that any material provided through the Community infringes upon your copyright, you may send notice to American Express requesting that the material or access to the material be removed, pursuant to the Digital Millennium Copyright Act (“DMCA”), by providing the following information in writing (see 17 U.S.C. 512(c)(3) and <http://www.loc.gov/copyright> for further details) to American Express’s designated agent to receive notifications of claimed copyright infringement (“American Express Designated Agent”). The notice must include all of the following:
- an electronic or physical signature of the copyright owner or person authorized to act on behalf of the copyright owner;
  - sufficient identification of the allegedly infringing material;
  - sufficient information as to the location of the allegedly infringing material so that it may be found on the Site and identified;
  - the copyright owner name or person authorized to act on behalf of the copyright owner name, physical address, telephone number and, if possible, email address;
  - a written statement by the copyright owner or person authorized to act on behalf of the copyright owner of 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
  - a statement that the information provided in the notice is accurate, under penalty of perjury, that you are the copyright owner or are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- 12.2 If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, you may send American Express a counter-notice. All notices with respect to American Express should be sent to the American Express Designated Agent. American Express suggests that you consult your legal advisor before filing a notice or counter-notice. American Express shall not be liable to you under any circumstances for

declining to replace material. Also, be aware that there can be penalties for false claims under the DMCA.

The American Express Designated Agent is:

American Express Travel Related Services Company, Inc.  
General Counsel's Office  
200 Vesey Street  
New York, New York, 10285  
Email: DMCA@aexp.com

Only DMCA notices should go to the American Express Designated Agent.

[Return to Top](#)

### **13 GENERAL RELEASE AND INDEMNIFICATION**

- 13.1 You hereby agree to hold harmless, indemnify and release from all liability American Express, its affiliated entities, employees, directors, officers, licensees and assigns and each of their respective designees ("Amex Entities") with respect to any claims, damages, costs, losses and expenses, including for personal injury, death, damage to real and personal property damage, and including reasonable attorneys' fees, due to or arising out of: (i) your Posts, (ii) the use of your Posts by the Amex Entities for any purpose, (iii) your use of this Site, (iv) your participation in the Community, including your attendance at and participation in any Event, (v) your use of Community Content, including any errors or omissions that may be contained therein, (vi) your violation of the Terms of Use, or (vii) your violation of any third party's rights including, without limitation, intellectual property or other proprietary rights, confidentiality, rights of privacy and publicity, rights of attribution, or any other liability, direct or indirect, vicarious, contributory, or otherwise.
- 13.2 TO THE EXTENT THE LICENSE OR ASSIGNMENT SET FORTH IN SECTION 7, *POSTING AND INTELLECTUAL PROPERTY RIGHTS; CONFIDENTIALITY* OR THE GENERAL RELEASE SET FORTH IN SECTION 13.1 IS NOT ENFORCEABLE UNDER APPLICABLE LAW, THE HIGHEST AMOUNT AMERICAN EXPRESS AND ITS DESIGNEES, INCLUDING AGENCIES, BUSINESS PARTNERS, LICENSEES AND TRANSFEREES, AND THEIR RESPECTIVE PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS AND EMPLOYEES, COLLECTIVELY, ARE LIABLE FOR TO YOU REGARDING ANY CLAIM ARISING FROM THE USE OR ANY EXPLOITATION OF YOUR POSTS OR RIGHTS THEREIN FOR ANY PURPOSE COMMERCIAL OR OTHERWISE SHALL BE \$1000 USD.

[Return to Top](#)

### **14 LIVE EVENTS**

- 14.1 From time to time, American Express may organize or host live events or arrange access for OPEN Forum Members to attend or permit OPEN Forum Members to indicate on the Community that they are planning to attend events organized or hosted by other persons or entities (each, an "Event").

- 14.2 Like other Community Content, the discussions, presentations, comments, advice, hand-outs, presentation materials and other content presented, provided and otherwise made available at or in connection with an Event (“Event Content”):
- do not reflect the opinions or analysis of the American Express Company or any of its affiliates, subsidiaries or divisions;
  - is not validated by American Express and we are not responsible or liable for any information, opinions, assertions or statements expressed in any Event Content;
  - does not, and should not be relied upon to, replace the advice of your own professional legal, tax and financial advisors;
  - may be used solely for your own internal, non-commercial purposes; and
  - may not be reproduced, duplicated, posted, displayed, published, re-licensed, transmitted, copied, sold, modified or incorporated into derivative works, in whole or in part.
- 14.3 You agree to comply with Section 8, *Rules of Conduct*, in connection with your attendance at and participation in Events. You acknowledge that requirement and prohibitions set forth with respect to Posts also apply to your conduct, discussions and statements at Events. For example, if you make any statements about or related to American Express or its products or services, or any other company or person, those statements must accurately, correctly, and honestly express your experience and belief.
- 14.4 You further agree not to use cameras or other recording devices at any Event, including any panel discussions, break-out sessions, interviews or speaker presentations, and to abide by any and all other rules, requirements, procedures, policies or regulations applicable to the Event that are provided or otherwise made known to you.
- 14.5 You hereby grant to American Express and its designees, an unrestricted, perpetual, irrevocable, non-exclusive, sub-licensable, transferable, fully paid-up, royalty free right and license to photograph, film, videotape, transcribe and otherwise record your voice, statements, image and performances and likeness at any and all Events, and to Use (i) those recordings (including the ideas embodied therein), in whole or in part, (ii) other depictions of your image and likeness, (iii) your biographical information, (iv) the trademarks and logos of your Company, and (v) any other logos, images, video or other content provided by you (together, your “Image”) without payment or other additional consideration of any kind, or permission or notification, to you or any third party, either with or without crediting you, in any and all media now known or hereafter devised. For example, we may use your Image in connection with any live streamed presentation of the Event during the Event, in video recordings of the Event posted on the Community, in articles relating to the Event, and in marketing, advertising, promotional and publicity materials relating to the Event and/or the Community.
- 14.6 You represent and warrant to us that your statements, performances and other aspects of your Image: (i) are true, accurate and original to you, (ii) do not violate and will not violate the rights of any third party or any local, state, national or foreign law, including any right of publicity, right of privacy, confidentiality or any other contractual or proprietary right, including patent, trademark, copyright and trade secret rights, and (iii) do not violate any confidentiality obligation you owe to American Express under an agreement between American Express and you or your employer. You also represent and warrant to us that you have the right to grant the license to your Image as described herein.

- 14.7 In addition to the foregoing, you acknowledge and agree that your statements, performances and other aspects of your Image are subject to all other terms and conditions applicable to Posts in Section 7, *Posting and Intellectual Property Rights; Confidentiality*.
- 14.8 We reserve the right, in our sole discretion, to limit or deny access to any Event or to reschedule or cancel any Event or at any time without liability to you.

[Return to Top](#)

## 15 ARBITRATION

- 15.1 Procedures: You agree any and all disputes, claims or controversies arising out of or related to these Terms of Use, including any claims under any statute or regulation (“Disputes”), shall be submitted first to non-binding mediation. If the Disputes are not resolved through mediation, the Disputes then shall be submitted for binding arbitration. Unless the parties agree otherwise, any mediation and/or arbitration shall take place in the State of New York, New York County, and shall be administered by, and pursuant to the rules of, the American Arbitration Association (“AAA”).
- 15.2 Restrictions on Arbitration: Disputes shall be arbitrated on an individual basis. There shall be no right or authority for any Disputes to be arbitrated on a class action basis or in a purported representative capacity on behalf of the general public or other persons or entities similarly situated. The arbitrator’s authority to resolve Disputes and to make awards is limited to Disputes between you and American Express alone, and is subject to the Limitation of Liability set forth in these Terms of Use. Furthermore, Disputes brought by either party to these Terms of Use against the other may not be joined or consolidated in arbitration with Disputes brought by or against any third party, unless agreed to in writing by all parties. No arbitration award or decision on any Disputes shall be given preclusive effect as to issues or claims in any dispute with anyone who is not a party to the arbitration. Should any portion of this Section 15.2 be stricken from these Terms of Use or deemed otherwise unenforceable, then this entire Section 15 shall be stricken from these Terms of Use.
- 15.3 Enforcement: The provisions of this Section 15 may be enforced in a court of competent jurisdiction and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses (including attorney fees) incurred in obtaining the enforcement of this provision, to be paid by the party against whom enforcement is ordered.

[Return to Top](#)

## 16 UNAUTHORIZED ACCESS OR USAGE; FRAUD INVESTIGATIONS.

- 16.1 You are solely responsible for all activity occurring under your username and password, and are prohibited from sharing or disclosing your username and password. You agree to safeguard your registration information. You should exit your account at the end of each usage session. You will not allow others to impersonate or otherwise use your username and password. You must promptly notify us of any unauthorized use of your community username and password or any other breach of security you become aware of involving or relating to this Community.
- 16.2 You shall immediately contact us at [help@openforum.com](mailto:help@openforum.com) in the event you become aware that the security of your username and/or password may have been compromised.

- 16.3 If you suspect unauthorized use of your account/username, you must immediately notify us. We have the right to interrupt or restrict your use of or access to the Community, without notice to you, if we suspect fraudulent or abusive activity.
- 16.4 You shall cooperate with us in any fraud investigation and to use any fraud prevention measures we prescribe. Failure to cooperate will result in your liability for all fraudulent usage.

[Return to Top](#)

## 17 DISCLAIMER OF WARRANTIES

- 17.1 THE COMMUNITY IS PROVIDED “AS IS.” AMERICAN EXPRESS AND ITS SUPPLIERS MAKE NO REPRESENTATIONS, WARRANTIES OR COVENANTS OF ANY KIND REGARDING THE COMMUNITY, YOUR USE OF OR PARTICIPATION IN THE COMMUNITY OR THE RESULTS OR CONTENT THAT YOU MAY OBTAIN OR ACCESS BY USING THE COMMUNITY. AMERICAN EXPRESS AND ITS SUPPLIERS EXPRESSLY DISCLAIM, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WARRANTIES OF NON-INFRINGEMENT, QUALITY, MERCHANTABILITY, SECURITY OR FITNESS FOR ANY PARTICULAR PURPOSE. YOU ASSUME ALL RISK ASSOCIATED WITH THE QUALITY, PERFORMANCE, AND USE OF THE COMMUNITY, INCLUDING, WITHOUT LIMITATION, THE RISKS OF PROGRAM ERRORS, DAMAGE TO EQUIPMENT, LOSS OF DATA OR SOFTWARE PROGRAMS, OR UNAVAILABILITY OR INTERRUPTION OF OPERATIONS.

[Return to Top](#)

## 18 DISCLAIMERS REGARDING WIRELESS COMMUNICATIONS.

- 18.1 The Community may be accessed via wireless devices, however such access and use of the Community occurs across the networks of a number of wireless service providers. American Express does not operate these networks and has no control over the operations of the wireless service providers. We will not be liable to you if circumstances beyond our control interrupt, prevent or otherwise affect the transmission, communication, Post, transaction or otherwise interfere with the integrity of thereof, including, without limitation, unavailability of wireless service, network delays, limitations on wireless coverage, system outages, or interruption of a wireless connection. American Express disclaims any responsibility for any wireless service used to access the Community.
- 18.2 Because we do not operate or control the wireless networks used to access the Community, we cannot guarantee the privacy or security of wireless data transmissions. Additionally, the wireless device browser is generally pre-configured by your wireless Internet service provider. Check with your service provider for information about their privacy and security practices. Accordingly, you should not share personal, secret, confidential, sensitive, proprietary or other non-public information through the Community.
- 18.3 Fees. Your wireless service provider may levy fees or charges for transmission or receipt of messages and other communications (e.g. Posts, review of Community content, etc.)

your equipment through the wireless service provider, and you are solely responsible for such charges.

[Return to Top](#)

## **19 SEVERABILITY AND WAIVER**

- 19.1 If any provision(s) of these Terms of Use are held by a court of competent jurisdiction to be void, contrary to law or for any reason otherwise unenforceable, then such provision(s) shall be construed, as nearly as lawfully possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect. The severance of any void, unlawful or otherwise unenforceable provision, shall not affect the validity or enforceability of any remaining provisions herein. Our failure to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing.

[Return to Top](#)