

# **THE W SOURCE™**

## **Terms, Conditions and Responsibilities of Membership**

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## I. THE W SOURCE™ BACKGROUND

The W Source™ is an exclusive network of female professionals and service providers who are interested in growing their referral network and their businesses. We facilitate a dynamic environment that helps our members connect, engage and collaborate with other female professionals in their local area.

### Our Members

Our members are committed, engaged and passionate about growth. Our groups primarily consist of service professionals and generally include no more than three members in each occupation/category. With members representing a diverse business group of various specialties and services, The W Source™ offers the unique opportunity to help members share ideas, knowledge and opportunities with other leading local professionals and ultimately a nationwide network of chapter members.

## II. TERMS OF MEMBERSHIP

Memberships are individual, non-transferrable and non-refundable. There are no corporate rates and no shared memberships. Membership is active upon payment being received in full. Annual renewal is based on the month that the initial full payment was made upon joining.

Membership renewal is at the discretion of the Chapter Head and is based upon demonstrating commitment to the Responsibilities of Membership which includes, among other things, attending at least 80% of chapter meetings, attending 80% of one-on-one's, other expenses, and meeting with the regional coach on some occasions.

The W Source™ members agree to abide by the following Terms of Membership:

- i. Treat other members respectfully, avoiding any action that may discredit The W Source™, it's members, or their clients. Members must refrain from any act of harassment or bullying which creates an intimidating, hostile, or offensive environment for other members or staff of The W Source™. Members agree to work and to act in a manner that is free from all forms of harassment, discrimination, bullying or intimidation including, but not limited to, on the basis of gender, sex, race, religion, age, sexual orientation, gender identity or disability.

Harassment includes conduct that reasonably could be expected to and/or does interfere with an individual member's ability to avail herself of all the benefits available to The W Source™ members or creates an intimidating or hostile environment at any The W Source™ event or meeting. Below are some examples of harassment:

- Unwelcome or unwanted sexual advances, requests for sexual favors and other verbal conduct such as slurs, derogatory jokes or comments, or unwanted invitations or comments on appearance or physical condition or characteristics;
- Unwanted staring, threatening gestures or acts of aggression; and
- Physical conduct, such as assault, unwanted touching, or blocking normal movement.

All members are responsible for helping assure that The W Source™ meetings, events and interactions are free of harassment, discrimination, retaliation and intimidation. If you witness or experience any such conduct, please report the situation to your Chapter Head or a staff member of The W Source™ as soon as possible. The process is set forth in Section (4) below.

ii. Integrity: Members shall at all times act in a legal and ethical manner based on honesty and truthfulness.

iii. Responsiveness: Members will respond promptly to other members and their referred clients.

iv. Qualified: At all times, members must remain in good standing for their professions. A member who claims a professional credential (e.g. CPA, CFP, lawyer, etc.) must be in compliance with the standards of that industry.

The W Source™ has a specific strategy for the types of members it admits and seeks to attract:

- A decision maker with clients who regularly go to her for advice, introductions to other professionals and resources both within and outside of their respective area of expertise or company/firm.
- Someone who regularly makes and receives quality referrals and introductions. Professionals who are at the top of their game, as well as rainmakers with good deal/client/prospect flow who want to share/connect others.
- Someone who possesses a high degree of competence, integrity, accountability and accessibility.
- Positive and proactive people who infuse energy, enthusiasm and a feeling of community as well.
- Someone who principally services middle market companies, established professional service firms and high net-worth individuals.

v. Confidentiality: Respect the confidentiality of other members and their referred clients.

### III. RESPONSIBILITIES OF MEMBERSHIP

i. Participation: I will attend at least 80% of my group's meetings every year of membership and I will complete at least 80% of my assigned "one-on-one's."

ii. Introductions: I will exchange referrals when/where appropriate with and provide introductions to members of my group in order to facilitate the flow of business in my group.

iii. Source for Profession: I will be a source to my group with respect to my profession and will share new developments and industry insights with my group members.

iv. Retaining Other Members: If I hire another member to provide services or provide services to another member, I will resolve any disputes regarding such service (including fees) directly with that member. I will not involve The W Source™, in any such disputes and will keep such disputes confidential.

v. Referral Fees: One of the primary purposes of The W Source™ is to facilitate the flow of business among members. As such, the payment of referral fees among members is strictly prohibited.

vi. Non-Requested Solicitation Prohibited: Members do business with each other's clients. Members do not sell to each other. Direct and/or persistent soliciting of business and unsolicited distribution of marketing materials to other members is not only frowned upon but is grounds for termination of membership. Members will not add members to general mailing lists or newsletters without the expressed permission of the recipient. For further discussion about the non-solicitation policy see Exhibit 1.

vii. Privacy: Access to The W Source™'s membership database is an exclusive benefit of membership in The W Source™. Members will not sell, rent or share the membership directory or allow non-members to view the membership directory.

viii. Membership: I understand that my membership is individual, non-transferable and non-refundable. Membership renewal is subject to approval by The W Source™ and my Chapter Head.

#### IV. VIOLATIONS OF TERMS AND RESPONSIBILITIES OF MEMBERSHIP

Enforcement of the Terms and Responsibilities of Membership is the responsibility of the Chapter Head and The W Source™ management. Such decisions as are rendered by the Chapter Head and a corporate officer of The W Source™.

Although The W Source™ investigates claims of a breach of its Terms and Responsibilities of Membership it does not investigate complaints about a member's professional competence. Those types of complaints should be directed to the relevant professional body. The W Source™ will not investigate disputes about services rendered, including but not limited to, fee disputes. However, should such disputes be recurring, The W Source™, in its sole discretion, may decide to terminate the membership of the offending member.

##### i. Terms and Responsibilities of Membership

One or more breaches of the Terms of Responsibilities of Membership are cause for immediate termination of membership without reimbursement of any dues or fees previously remitted to The W Source™.

Specifically:

##### Credentials

Failure to hold an appropriate license or credential at any time during your membership or any false statement with respect thereto will constitute grounds for immediate termination of membership.

##### Respect

Any member found to utilize actions comprised of intimidation, discrimination, retaliation or harassment including but not limited to harassment based on gender, sex, race, religion, age, sexual orientation, gender identity or disability will result in immediate termination.

##### Member's Information

The use of the membership list and member details for any use other than finding other The W Source™ members is grounds for termination of membership.

##### Habitual Violations

Members are expected to abide by the standards of behavior set forth in the Terms and Responsibilities of Membership. Any serious or recurring breach of these values will result in termination of membership.

## ii. Responsibilities of Membership

The Terms and Responsibilities of Membership are the obligations which govern your membership in The W Source™.

Examples of conduct not meeting The W Source™'s Terms and Responsibilities includes but is not limited to: (i) directly soliciting other members for business; (ii) sending unsolicited "spam" emails to members for any reason; (iii) disclosing confidential information about a member or their client; (iv) excess absenteeism from meetings; (v) disruptive behavior and (vii) other conduct not consistent with the Terms and Responsibilities of Membership.

Fee disputes between members: As set forth previously, The W Source™ will not get involved in disputes between members over work performed for one another. Accordingly, before engaging the services of another member, the engaging member should research the providing member's qualifications and ensure a written agreement is in place.

## V. MEMBERSHIP CANCELLATION POLICY

Membership in The W Source™ is annual. Cancellations are at the discretion of The W Source™ and Chapter Head of the pertaining chapter. You may request to not renew for the following calendar year.

### i. Submitting a Cancellation Request

If you wish to cancel your membership in The W Source™, please provide a verbal or written request to cancel your membership to your Chapter Head who will then notify The W Source™. Cancellation is not complete until written confirmation is provided by The W Source™. You are responsible for checking your bank and credit card accounts to ensure that automatic payments have been stopped.

### ii. Membership Holds

Unfortunately, The W Source™ does not offer membership holds. If you wish to cancel your membership, please follow the Submitting a Cancellation Request procedure above.

## VI. COMPLAINT PROCEDURE

### i. Submitting a Complaint

If you witness or experience a member violating the Code of Conduct or Responsibilities of Membership, report the issue to your Chapter Head for initial investigation.

If the violation has been committed by a Chapter Head, then the alleged infraction should be reported to The W Source™ corporate office for investigation.

If the issue cannot be resolved by the Chapter Head, that Chapter Head will report the complaint to The W Source™ corporate office.

### ii. Investigation of Complain

The Chapter Head contacts The W Source™ corporate office. The W Source™ will investigate the allegations in any matter that it deems appropriate, including but not limited to, speaking to the relevant parties. The Chapter Head may speak with relevant members within the group to assess the allegation and may speak directly with the alleged offender. A warning may be given if appropriate.

If The W Source™ determines that a member has violated the Terms and Responsibilities of Membership, suspension or termination of membership will occur immediately. If the violation is deemed repeated or of significant impact on the safety and well-being of other members, The W Source™ will terminate membership. This decision will be made by The W Source™ corporate office.

The W Source™ corporate office will advise the member and the Chapter Head of the outcome of the investigation.

Confidentiality will be maintained in the investigation process to the extent practical and appropriate under the circumstances.

If the complaint is about a Chapter Head, The W Source™ corporate office will investigate. If the violation is deemed repeated or of significant impact on the safety and well-being of other members, The W Source™ will terminate the membership of the Chapter Head. If the violation is not deemed repeated or of significant impact, The W Source™ may remove the Chapter Head from that position. This decision will be made by The W Source™ corporate office.

### iii. Appeals Process

A member may appeal her membership termination to The W Source™ corporate office. The W Source™ corporate office will review and may conduct further investigation. The final arbiter as to termination or continuation of membership is at the sole discretion of The W Source™ corporate office.

### iv. Arbitration

Any controversy or claim (“Claim”) that you (the “Member”) may have arising out of or relating to your membership in The W Source™ shall be resolved by final and binding arbitration. The arbitration shall be held in the major city which is closest to the location of your home group (*i.e.* Santa Barbara, Phoenix) and shall be conducted in accordance with the rules of the American Arbitration Association (“AAA”). All submissions to the arbitrator, the arbitration proceedings and the arbitration award shall be confidential.

Notwithstanding the foregoing, either the Member of The W Source™ may, in aid of the arbitrator’s jurisdiction, bring a proceeding seeking injunctive relief in either federal or state court with appropriate jurisdiction. Such an order shall remain in effect until a final arbitration award is rendered in the arbitration described above. The arbitrator shall have the power to award permanent injunctive relief as part of the arbitration award. Additionally, a court action may be brought to enforce any arbitration award.

### v. Limitation of Liability and Prevailing Party

The prevailing party in any action initiated arising from a Claim shall be entitled to recover her/its/his/their attorney’s fees and costs.

If any action arising from a Claim, The W Source™'s liability for costs or damages to a Members, if any, shall be strictly limited to the amount of membership dues paid by the Member. In no event shall The W Source™ be liable for loss of profits or any other consequential, indirect, incidental or punitive damages arising out of, or in connection with the Claim.

vi. Governing Law

These Terms and Responsibilities of Membership and the Member's membership in The W Source™ shall be governed by the laws of the state of California.

## Exhibit 1 – Solicitation Policy

What is The W Source™'s definition of non-requested solicitation?

Directly asking for business. Any communication that is a direct solicitation to action. Directly promoting a product or service from which you will receive remuneration from the sale or transaction. However, if a member asks another member about her/their service or for individual help, there is an expectation that you can directly respond and provide services upon request to that member.

When is it OK to email members?

Emailing other members is a privilege of membership (to be able to make such broadcasts to other members you know) as long as:

1. You have asked the member FIRST and confirmed that they agree to opt-in to receive newsletters or announcements sent to a bulk distribution mailing list.
2. If members agree to be added to your email list, the content of your emails should be educational or personal invitations to member-sponsored events. Do NOT ask other members for business.
3. There is an opt-out for members to easily choose no longer to receive future emails. Do not hesitate to opt-out if you do not find the communication useful. Members should not be offended when members opt-out. If a member asked to be removed, do not email the member to ask why.

What is acceptable according to The W Source™'s non-requested solicitation guidelines?

1. Newsletter emails where information is shared and nothing is requested (only sent to members who “opted-in” to your distribution list). An example of a “newsletter” email is one that provides an informational article about recent developments in the member’s field of expertise and does not include any solicitation of business from any The W Source™ member.
2. Asking for warm introductions to a specific person or specific types of people (who may be interested in your services).
3. Bringing marketing material to group meetings, if approved by the Chapter Head.

What is not acceptable according to The W Source™'s non-requested solicitation guidelines?

1. Using the member directory to email members about your services. Remember, even though you may have met the members, it is not permissible to email them to provide company information, ask for referrals or try to sell them something.
2. Automatically adding members to your group email or email newsletter list, without asking them first if they would like to be added.
3. Direct and/or persistent soliciting of business and unsolicited distribution of marketing material from other members is not only frowned upon, but is grounds for termination of membership.