



# Touma Terms and Conditions of Use

Effective Date: January 27, 2026

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By accessing, using or browsing this Site, you ("you," "User" or "Users") agree to be bound by these Conditions of Use and accept, without limitation or qualification, these Conditions of Use and all terms, policies, guidelines or other notices incorporated by reference, whether you are a member of the public or a member of a Toastmasters club in People's Republic of China (excluding Hong Kong and Macau, hereinafter as "PRC"). If you do not agree to these Conditions of Use, do not use or access this Site. By using this Site, you represent and warrant that you are over the age of 18 and are lawfully able to accept these Conditions of Use.

These Conditions of Use govern your use of this Site and do not alter in any way the terms or conditions of any other agreement you may have with Touma. Any additional terms that govern certain products and services will be presented in conjunction with those products and services, also see Privacy Policy.

## Website Use

This website is open to the public in that non-members of Touma may visit and view pages. Registration on the website does not constitute membership in Touma.

You may be required to set up an account to use this Site or portions of it. If you are required to set up an account, you agree to provide accurate, current and complete information about yourself as required, to maintain and update such information, and to be fully responsible for all use of your account and for any actions or activities that take place using your account.

## Cross-Border Transfer of Personal Information

When you voluntarily register for and use the services of this website, we may transfer certain personal information—including but not limited to your registration details (such as name, contact information, account credentials, and usage records)—to Touma's Headquarter located in the United States for storage and processing. The personal information protection standards in the United States may differ from those under Chinese law; however, we will require the receiving party to adopt security measures that meet the requirements of Chinese law (including encryption and access control) and to process your personal information only to the extent necessary to achieve the above purposes. By continuing to use our services, you acknowledge and consent to such cross-border transfer. If you do not agree, you may be unable to use or continue to use the related services provided by Toastmasters' US affiliate, but this will not affect any processing that has already been conducted based on your prior consent. Please see Privacy Policy for detailed information.

If you use this Site, you are responsible for maintaining the confidentiality of your account and password, and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You agree to notify Toastmasters Shanghai immediately of any unauthorized use of your account or password. Any misconduct, fraudulent, abusive or otherwise illegal activity on this Site by you may be grounds for termination of your account or rights to use this Site, at Toastmasters Shanghai's sole discretion, and Toastmasters Shanghai may refer you to appropriate law enforcement agencies.

Touma reserves the right to refuse service, terminate accounts, remove or edit content at its sole discretion.

## Electronic Communications

By visiting <https://www.toastmasters.cn/>, or sending electronic communications to us, you are communicating with us electronically. You expressly agree to the collection, use and processing of your personal information collected by Toastmasters Shanghai. By accessing this Site, your Toastmasters Shanghai account, or send electronic communications to us you expressly agree that your information may be accessed, used, and shared by Toastmasters Shanghai, its employees and agents, district officers, and club officers. You expressly agree that Toastmasters Shanghai, its employees and agents, district officers, and club officers may send you communications, emails, and messages and may contact you through electronic communications, emails, messages, phone calls, social media, and mail. You agree that all agreements, notices, disclosures and other communications that Toastmasters Shanghai provides to you electronically satisfy any legal requirement that such communications be in writing.

## Site Content

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## Linking Policy

Toastmasters Shanghai welcome Toastmasters Shanghai clubs, members, and others to link to this Site. Links may resolve to the home page, <https://www.toastmasters.cn/>, or to specific pages within this Site. You are granted a limited, revocable, and nonexclusive right to create a hyperlink to the home page of [<https://www.toastmasters.cn/>] from your club's website, so long as the link does not portray Touma or its products or services in a false, misleading, derogatory or otherwise offensive matter.

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## Social Media

This Site may include social networking tools, discussion forums, blogs, bulletin boards, message boards, other interactive areas or services, or other areas or services in which you can post messages, comments, materials, photos, information, updates, opportunities, recommendations, etc. (collectively, "Social Media").

Users should be aware that the ideas you post and information you share may be seen and used by others. To protect your safety, privacy and intellectual property, please consider that when you voluntarily disclose personal information and ideas on Social Media, that information can be collected and used by others. Toastmasters Shanghai is not responsible for another person or entity's misuse or misappropriation of any content, ideas or information you post on this Site and/or in Social Media.

The information and opinions expressed on Social Media are not those of Toastmasters Shanghai or its affiliates, and Toastmasters Shanghai makes no representations or warranties regarding such posted materials. You are entirely responsible for your use of any Social Media and use Social Media at your own risk.

## Social Media Code of Conduct

Code of Conduct Toastmasters Shanghai's core values are integrity, respect, service and excellence. These are values worthy of a great organization, and Toastmasters Shanghai believe Toastmasters Shanghai should incorporate them as anchor points in every decision Toastmasters Shanghai make. Our core values provide Toastmasters Shanghai with a means of not only guiding but also evaluating our operations, our planning, and our vision for the future.

The following are Rules of Conduct that apply to any form of communication on this Site and all Toastmasters Shanghai online social media platforms:

1. Maintain Professional Decorum & Integrity
  - A. The Toastmasters International Code of Ethics and Conduct applies to social media participation, including standards for communications.
  - B. As a Toastmaster, it is important that all members conduct themselves in a professional manner at all times in accordance with the core values. This includes the use of social media. Accordingly, it is important that Toastmasters Shanghai members, Toastmasters Shanghai leaders and World Headquarters staff, and site visitors be treated with respect at all times. Never engage in personal attacks – threatening, insulting, or intimidating other users, as well as "flaming" (berating another user), "trolling" (posting derogatory, inflammatory, or provocative content attempting to bait others into responding). This includes any attacks against forum moderators, fellow Toastmasters or World Headquarters employees.
  - C. Disagreements can and will occur. The proper focus of any conflict should be on the issue at hand and not on the individual. Please remember to be fair and courteous when disagreeing with others. Debate and differing opinions may be appropriate. Personal attacks against others, however, are not allowed.
  - D. Never act dishonestly or unprofessionally by engaging in behavior that is detrimental to the best interests of Touma by posting inappropriate, inaccurate or objectionable content.

- E. Do not, under any circumstance, harass, abuse, bully, or harm another person, including sending unwelcome communications to others.
- F. Never upload, post, email, transmit or otherwise make available or initiate any content that:
  - 1. Is unlawful, racist, sexist, homophobic, hateful, damaging, false, libelous, defamatory, malicious, vulgar, obscene, or discriminatory, contains religious or ethnic bias, or is otherwise objectionable. For example, never post anything meant to harm someone's personal or professional reputation or jokes based on race, sex, religion or disability.
  - 2. Includes information that invades another's privacy or that you do not have the right to disclose or make available under any law or under contractual or fiduciary relationships.
  - 3. Infringes upon patents, trademarks, trade secrets, copyrights or other proprietary rights. When quoting copyrighted work be sure to credit the original source and, if appropriate, add a link.
  - 4. Includes any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," surveys, or any other form of solicitation. This includes any content soliciting customers, clients, donors, or others on behalf of your business, profession, or any organization or cause other than Touma.
  - 5. Includes any private communication between members, moderators, volunteer leaders, World Headquarters employees or partners of Touma on these forums or anywhere else without express written permission from the individual you are quoting.
  - 6. Impersonates any person or entity, or falsely represents your affiliation with any person or entity.
  - 7. Supports or opposes any political party, candidate for public office, ballot measure to be voted upon by the public or legislative proposal.
  - 8. Harvests, collects, or discloses information about another user without his or her express written consent.
  - 9. Transmits any harmful, invasive, or disruptive code or other materials (such as viruses, worms, or web bugs).
- G. Social media and various official Toastmasters Shanghai forums tend to involve many participants. They are generally not the best place for members to express frustrations with Toastmasters Shanghai in leadership above, below or at their level. Communications that contain criticism, complaints, accusations, allegations, etc., are more properly directed through personal conversations, phone calls, or emails through official channels established to address such problems, rather than broadcast via social media and forums. This is the better way to resolve differences while minimizing damage to the goodwill and social fabric of Touma.
- H. Touma is not responsible for the content of others. You are solely responsible for your content. You may not indicate that your content is anything other than your own observations or opinions. You may not represent that your statements are made on behalf of or are endorsed by Touma unless you are specifically authorized to do so in writing.
- I. ANY behavior that is patently offensive is forbidden, whether specifically identified on this list or not.
- J. Social media enables opportunities for immediate and easy transmission of information. Users shall always obtain prior written permission before posting the comments or work of another. Posting information about other individuals requires prior written consent; examples include but are not limited to: re-posting letters, re-using recommendations solicited using another social medium, videos and photographs.
- 2. All members must adhere and comply with Policy 3.0: Ethics and Conduct.
- 3. Comply with all applicable local, state, national, and international laws, including, without limitation, privacy laws, intellectual property laws, export control laws, tax laws, and regulatory requirements. Touma has the right, but not the obligation, to modify or remove any content that appears on any official Toastmasters Shanghai forum, and to restrict, suspend or terminate the access of any user, that violates this Conditions of Use, and to take appropriate disciplinary action under the Bylaws, Policies and Protocols of Toastmasters Shanghai.

## User Generated Content

By placing, submitting, displaying, transmitting, and/or posting material or content on this Site, including, but not limited to, text, messages, comments, data, music, audio, photographs, images, graphics, animations, designs, ideas, video, sound recordings, other audio-visual content, code or other material (collectively, "User Content"), you acknowledge that while Toastmasters Shanghai is not obligated to prescreen, review, monitor, or edit User Content, Toastmasters Shanghai reserves the right to delete, remove, modify, move, block or refuse (without your notice or permission) any User Content for any reason. While Toastmasters Shanghai reserves the right to moderate the Social Media, Toastmasters Shanghai is not responsible in any manner for any of the content that Users post. The term "User Content" also includes, without limitation, and refers to all of the information you submit or Toastmasters Shanghai may receive related to your account. "Post" and "posting" means, including, but not limited to, to upload, post, transmit, share, store, link or otherwise make available on or through this Site.

You own the User Content and the information you provide to Toastmasters Shanghai under these Conditions of Use, and may request its deletion at any time, unless you have shared User Content or information with others and they have not deleted it, or it was copied or stored by other Users. Additionally, you automatically grant to Toastmasters Shanghai a worldwide, perpetual, royalty-free, irrevocable, nonexclusive, and sublicensable license to the User Content and any information you provide Toastmasters Shanghai, indirectly or directly, including without limitation the rights of Toastmasters Shanghai to use, copy, reproduce, distribute, modify, adapt (including without limitation the rights to adapt to streaming, downloading, broadcast, mobile, digital, thumbnail, scanning or other technologies), publish, reformat, display, perform, broadcast, transmit, exhibit, excerpt, translate, host, cache, index, encode, tag, archive, store, create derivative works from and otherwise exploit all or portions of the User Content you post, upload, incorporate, or make available on this Site, Social Media, and any website owned by Toastmasters Shanghai, including any User Content posted on or to this Site or Services through a third party, in any form, format, medium, or technology now known or later developed for any purpose, including advertising and promotion without accounting, notification, credit or other obligation to you, and the right to license and sublicense and authorize others to exercise any of the rights granted to Toastmasters Shanghai, in Toastmaster's sole discretion. You automatically waive all "moral rights" with respect to the posted User Content in perpetuity. You grant Toastmasters Shanghai the right to use any material, information, ideas, concepts, know-how or techniques contained in any User Content you provide or otherwise submit to Toastmasters Shanghai for any purpose whatsoever, including but not limited to, commercial purposes and developing manufacturing and marketing commercial products using such information. You will not be entitled to any compensation for any of the rights you grant to Toastmasters Shanghai in and to User Content or in this paragraph. You authorize Toastmasters Shanghai to use your name, likeness, and any other personal or biographical information in connection with use of the User Content you provide. You agree that Toastmasters Shanghai may use or disclose information about you or your use of this Site without your consent or notice, including User Content, to comply with laws and requests by governmental or regulatory agencies, to protect and/or defend Toastmaster's rights or property, or to protect the safety of Toastmasters Shanghai, Toastmaster's employees and membership, or the public.

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## Representations and Warranties

Each time you post or upload User Content, you confirm your acceptance of and agreement to be bound by these Conditions of Use and the other terms that also govern and apply to your use of this Site, as they are incorporated by reference. You are solely responsible for User Content that you post or provide on this Site and on third-party social networking websites in which Toastmasters Shanghai maintains a profile. By posting any content on this Site and/or Social Media, you automatically agree to indemnify Toastmasters Shanghai from and against any and all third-party claims, demands, liabilities, costs or expenses, including reasonable attorneys' fees, resulting from your breach of these Conditions of Use and those terms incorporated herein and the below posting restrictions.

By placing, submitting, displaying, transmitting, and/or posting User Content on or through this Site or Services, you represent and warrant that:

- ▶ You own all of the rights to User Content that you post or otherwise have all necessary rights to post such User Content and grant Toastmasters Shanghai the rights set forth in these Conditions of Use to use such User Content;
- ▶ User Content and other materials submitted by you does not violate or infringe upon the rights of a third party, including, but not limited to, copyright, trademark, privacy, or other personal or proprietary rights;
- ▶ User Content will not cause injury to any person or entity and does not contain libelous or otherwise unlawful material; and
- ▶ Use and posting of User Content and other materials does not violate these Conditions of Use.

## Use of this Site

When using Social Media and submitting any User Content you must:

- ▶ Comply with all applicable laws and these Conditions of Use;
- ▶ Be respectful—do not insult, threaten, harass, or abuse; do not use profanity or obscene language. Hate speech or discrimination of any kind is grounds for immediate suspension of access to this Site; and
- ▶ Protect yourself—do not reveal personal/confidential or proprietary information

You shall NOT submit, upload, or post to this Site or Social Media any User Content that:

- ▶ Violates a person's or entities' rights, including copyright, trademark or patent rights or other proprietary rights;
- ▶ Contains music, photographs, art or images that you do not own or have permission to use;
- ▶ Contains the name, trademark, trade name, service mark or logo of another party;
- ▶ Contains the voice, likeness, or image of any person, firm or enterprise for which you do not have permission to post; or libels, defames or invades the privacy rights of any person;
- ▶ Falsifies or deletes author attributions, legal notices or other proprietary designations;
- ▶ Contains viruses, corrupted files or other materials that may cause damage to another's computer;
- ▶ Advertises or otherwise solicits funds, or promotes or offers for sale or trade any goods or services, except in areas of this Site specifically designated;
- ▶ Interferes with any third party's use of this Site;
- ▶ Is or contains political campaigning, junk mail, spam, repetitive messaging chain letters, pyramid schemes or solicitations;
- ▶ Is inaccurate, false, misleading or fraudulent; or
- ▶ Contains any contact information or private information of any third party.



In using this Site or Social Media, you shall not:

- ▶ Violate any law or advocate the performance of any illegal activity;
- ▶ Collect contact information of other Users of this Site by electronic or other means for any purpose whatsoever, including, but not limited to, sending unsolicited e-mails or other unsolicited communications;
- ▶ Use or attempt to use another User's account or password;
- ▶ Impersonate any person or entity, or otherwise misrepresent yourself, your age or your affiliation with Toastmasters Shanghai or any other person or entity;
- ▶ Solicit personal information from anyone, including those under 18, or solicit passwords or personally identifying information for commercial or unlawful purposes;
- ▶ Upload or transmit viruses or other harmful files, materials, or code;
- ▶ Impose a large load on the infrastructure of this Site or any systems or networks connected to this Site; and/or
- ▶ Interfere with, attempt to interfere with or otherwise harm or violate the proper working of this Site or the security of this Site, or any services, system resources, accounts, passwords, servers or networks connected to or accessible through this Site.

Any use of Social Media or this Site in violation of the foregoing violates these Conditions of Use and may result, among other actions, in termination or suspension of your rights to use Social Media and/or this Site. Any decision as to whether User Content violates these Conditions of Use or Toastmaster's posting rules will be made in Toastmaster's sole discretion.

## **Toastmasters Shanghai Mobile Services and Applications**

This Site and some of the features and Site Content available on this Site, including applications and services, may be available via a mobile phone, including, but without limitation, the ability to browse this Site and upload content from this Site or to this Site via your mobile phone ("Mobile Services"). You acknowledge that you are responsible for all charges and necessary permissions related to these Mobile Services and accessing this Site through your mobile access provider. By using the Mobile Services, you agree that Toastmasters Shanghai may communicate with you through text message or other electronic means via your mobile phone/device and that certain information about you including, but not limited to, your device, your mobile carrier, your internet access provider, your physical location or web pages containing Toastmasters Shanghai plugins that load in your browser may be communicated to Toastmasters Shanghai.

## **Indemnification**

You agree to defend, indemnify, and hold harmless Touna, including their respective directors, trustees, officers, committee members, employees, agents, contractors, subcontractors and representatives ("Toastmasters Indemnitees") from and against all claims (including, claims of patent, trademark and copyright infringement), demands, actions, damages, losses, costs, liabilities, expenses (including reasonable attorneys' fees and other legal expenses), awards, fines and judgments asserted against or recovered from Toastmasters Shanghai Indemnitees due to, arising out of or in connection with your use of this Site and any User Content you post. Toastmasters Shanghai shall not be liable in any way for injuries to persons or damages to property incurred or suffered by you or any of your subcontractors, agents, heirs, successors or assigns, or any person related to you in any way.



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## Applicable Law

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## Disputes

Any dispute arising from or in connection with these Conditions of Use shall be submitted to Shanghai International Arbitration Center("SHIAC") for arbitration which shall be conducted by sole arbitrator in accordance with the SHIAC's arbitration rules in effect at the time of applying for arbitration. The arbitral award is final and binding upon both parties.

## Violations of these Conditions of Use

Toastmasters Shanghai reserves the right, without notice and in its sole discretion, to terminate your access to this Site and/or block your access to this Site if Toastmasters Shanghai determine that you have violated these Conditions of Use or other agreements or terms which may be associated with your use of this Site. In the event of termination of your use of this Site for any reason, you agree that the following provisions of these Conditions of Use will survive: limitations on your use of Site Content, copyright complaints, trademark complaints, the license(s) you have granted to Toastmasters Shanghai, warranties, disclaimers, indemnification, limitation of liability, applicable law and disputes. If Toastmasters Shanghai does take legal action against you as a result of your violation of these Conditions of Use, Toastmasters Shanghai will be entitled to recover from you all reasonable fees, including attorney fees, and costs of such action, in addition to any other relief Toastmasters Shanghai may have at law or in equity.

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No waiver by Toastmasters Shanghai of any term or condition set forth in these Conditions of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Toastmasters Shanghai to assert a right or provision under these Conditions of Use shall not constitute a waiver of such right or provision. If any of these conditions shall be deemed invalid, void or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.