

Effective/Last Updated: February 1, 2024

BNI Foundation Worldwide Inc[®]

TERMS OF SERVICE

BNI Foundation Worldwide Inc operates bnifoundation.org (“Site”) and is making it available to you subject to these evolving Terms of Service (“ToS”). The ToS govern your access to and use of BNI Foundation Worldwide Inc’s services available via the Site. The Site includes BNI Foundation Worldwide Inc’s related websites, SMS, APIs, email notifications, applications, buttons, widgets, ads, commerce services, and any other related services that can be accessed via our Site or that link to these ToS (collectively, the “Services”), and any information, text, links, graphics, photos, videos, or other materials or arrangements of materials uploaded, downloaded or appearing on the Services (collectively referred to as “Content”). By using the BNI Foundation Worldwide Inc Site and Services you agree to be bound by these ToS. Since these ToS are evolving, expect frequent changes to them, and with such changes, your use, rights and privacy expectations may also change.

In the event of inconsistency between any terms of this contract and any translation into another language, the English version will control and prevail on any question of interpretation or otherwise.

1. Who May Use the Services.

If the law in your jurisdiction allows you to enter into agreements with third parties, you agree to these ToS then you can use the Site and Services. However, if your mind is legally incapacitated (mental disability, intoxication, under the age of 18, etc.) for any reason, then you are not allowed to use the BNI Foundation Worldwide Inc Site and Services. For those who are accepting these ToS and using the BNI Foundation Worldwide Inc’s Site and Services on behalf of a company, organization, government, or other legal entity, you represent and warrant that you are authorized to do so.

2. Privacy.

Our Privacy Policy, accessible at <https://www.bni.com/privacy-policy>, describes how we collect, process, store and share the information you provide to us when you use our BNI Foundation Worldwide Inc Site and Services. You acknowledge that through your use of the Services, your personal data will be collected and used (as set forth in the Privacy Policy), including the transfer of your data to the United States, **United Kingdom**, and/or other countries for storage, processing and use by BNI Foundation Worldwide Inc, its franchisees and members, and its affiliates.

3. Content on the Services.

You are responsible for your use of the BNI Foundation Worldwide Inc Site and Services and for any Content you provide, including compliance with applicable laws, rules, and regulations. Don’t hit the submit/send button, unless you are prepared to be held accountable for your Content.

Like with any content published via the Internet, you must consider the source of the Content or materials before using or relying upon it. Your use of the Content and BNI Foundation Worldwide Inc Site are at your own risk.

BNI Foundation Worldwide Inc is an intellectual property owner and understands the costs and expenses in developing and maintaining intellectual property. BNI Foundation Worldwide Inc also respects the intellectual property rights of others and expects its users of the BNI Foundation Worldwide Inc Site and Services to do the same. We reserve the right to remove Content alleged to be infringing without prior notice, at our sole discretion, and without liability to you. We will respond to notices of alleged copyright infringement that comply with applicable law and are properly provided to us, as summarized for you in our Digital Millennium Copyright Act (“**DMCA**”) [Copyright Infringement Report](#) and [Counter Notice](#) forms. Here you will find BNI Foundation Worldwide Inc’s instructions for reporting copyright infringement to it, and responding to infringement allegations against you by others. We will respond to notices of alleged trademark and other intellectual property infringement that comply with applicable law and are properly provided to us, as described in our [Trademark Infringement Report](#) and [Counter Notice](#) forms. Here you will find BNI Foundation Worldwide Inc’s instructions for reporting trademark infringement to it, and responding to infringement allegations against you by others.

Users of the Services will operate in a lawful, ethical and professional manner. Users shall conduct themselves in a fair, responsible and businesslike manner at all times and will avoid any discourteous, deceptive, misleading or unethical practices. You are solely responsible for any comments or posts you leave on our Site, blogs or any BNI Foundation Worldwide Inc site. BNI Foundation Worldwide Inc does not control content posted and does not guarantee the accuracy, integrity or quality of the content. In using the Site or the Services you may be exposed to content that you may find offensive, indecent or objectionable. Under no circumstances will BNI Foundation Worldwide Inc be liable in any way for any content, including but not limited to any errors or omissions in any content or any loss or damage of any kind incurred as a result of the use of any content posted or otherwise made available via the Site or the Services.

Examples of unethical or unlawful activities include, but are not limited to the following:

- False, misleading or disparaging statements of any kind including but not limited to about BNI Foundation Worldwide Inc or its affiliated entities or any person or entity using the Site or the Services;
- Any unauthorized use of the name, logo, trademark or copyrighted material of BNI Foundation Worldwide Inc, its affiliated entities or any other person or entity;
- Violation of any federal, state or local laws or regulations;

“Spamming” is the abuse of electronic messaging systems to indiscriminately send unsolicited bulk messages. While the most widely recognized form of spam is e-mail spam, the term is applied to similar abuse in other media, such as but not limited to, instant messaging, Usenet newsgroups, web search engines, spam in blogs, wiki spam, mobile phone messaging spam, Internet forum spam, and junk fax transmissions.

Spamming is strictly prohibited by BNI Foundation Worldwide Inc and will result in the immediate termination of your account. Spamming may also be illegal under applicable laws and may subject you to civil or criminal penalties.

Your use of software made available via a BNI Foundation Worldwide Inc Site is subject to any applicable license agreement or user agreement or the documentation that accompanies or is included with the software (“**License Terms**”). In the event that software that is provided on or through a BNI Foundation Worldwide Inc Site and is not licensed for your use through License Terms specific to the software, you may use the software subject to the following: (a) the software may not be modified or altered in any way; and (b) the software may not be redistributed.

BNI Foundation Worldwide Inc has the right (but not the obligation) in its sole discretion to screen, refuse, move or remove any content that violates the ToS or is otherwise objectionable.

You bear all risks associated with the use of any content on the BNI Foundation Worldwide Inc Site or in connection with the Services including any reliance on the accuracy, completeness, or usefulness of such content.

You acknowledge that BNI Foundation Worldwide Inc may access, preserve and disclose your information if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the provisions of this ToS; (c) respond to claims that any content violates the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property or personal safety of BNI Foundation Worldwide Inc, its users and the public.

The Services and software embodied within the Service may include security components that permit digital materials to be protected. The use of these materials is subject to usage rules set by BNI Foundation Worldwide Inc and/or its technology providers. You may not attempt to override or circumvent any of the usage rules embedded in the Services.

A. Fees and Payments.

When you order a service or make a donation you have an opportunity to review and accept the fees that will be charged. Prices, availability, and other purchase terms are subject to change. BNI Foundation Worldwide Inc reserves the right without prior notice to discontinue or change specifications and prices on services offered on and outside of the BNI Foundation Worldwide Inc Site without incurring any obligation to you. All fees may be subject to taxes.

You are responsible for providing true, accurate, current, and complete information when ordering services through the BNI Foundation Worldwide Inc Site or otherwise. If you use the BNI Foundation Worldwide Inc Site or other means to purchase a service, payment must be received prior to acceptance of an order. BNI Foundation Worldwide Inc may need to verify information you provide before BNI Foundation Worldwide Inc accepts your order, and may cancel or limit your order any time after it has been placed. Subject to applicable membership policies, if

payment has already been made and your order is cancelled or limited, BNI Foundation Worldwide Inc will refund any payment you made for the service that will not be delivered due to cancellation or limitation of an order in the same tender as the original purchase.

If, for any reason, your credit card company declines or otherwise refuses to pay the amount owed for the service you have purchased, you agree that we may, at our option, suspend or terminate delivery of service and may require you to pay any overdue amounts incurred (including third-party chargeback fees or penalties) by other means acceptable to us. In the event legal action is necessary to collect on balances due, you agree to reimburse us for all expenses incurred to recover sums due, including attorney fees and other legal expenses.

Purchases of other products and services through the BNI Foundation Worldwide Inc Site may be subject to other terms and conditions that are presented to you at the time of purchase.

B. No Automated Querying.

You may not send automated queries of any sort to the BNI Foundation Worldwide Inc Site or its systems without express written permission in advance from BNI Foundation Worldwide Inc.

C. Intellectual Property.

All content included on the BNI Foundation Worldwide Inc Site and in connection with the Services such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations and software, is the property of BNI Foundation Worldwide Inc or its content suppliers and is protected by international copyright laws. All software used on the Site is the property of BNI Foundation Worldwide Inc or its software suppliers and is protected by international copyright laws. All of the trademarks, service marks, logos, brand and trade names appearing on the Site are the proprietary intellectual property of the owners of such marks, logos or names and you may not use, modify, remove or otherwise infringe any of such proprietary intellectual property. BNI Foundation Worldwide Inc retains full ownership rights with respect to the Site and the Services including but not limited to design, functionality, and documentation. You may not copy, edit, or reproduce any part of the Site or the Services.

D. Copyright.

The DMCA provides protections to BNI Foundation Worldwide Inc relating to material posted online at the discretion of users of our Site. If you are a copyright owner and believe that any content on our Site infringes your copyrights, you may inform us by completing our [Copyright Infringement Report](#) form and mailing it to:

BNI Foundation Worldwide Inc
3430 Toringdon Way
Ste 300, Charlotte, NC 28277

- a specific description of the alleged infringement and the copyrighted work that you believe has been violated;
- the exact location of the infringing material on the Site;
- your contact information; and
- a statement by a person authorized to take action on behalf of the owner of the copyright certifying that the information provided is true and correct.

E. Indemnity and Defense.

You will defend, indemnify and hold harmless BNI Foundation Worldwide Inc and its affiliates (and their respective employees, directors, agents and representatives) from and against any and all claims, costs, losses, damages, judgments, penalties, interest and expenses (including reasonable attorneys' fees) that arise out of or relate to: (i) your use of the Site or the Services; (ii) any actual or alleged breach of your representations, warranties, or obligations set forth in this ToS; (iii) any content you provide including but not limited to any actual or alleged infringement of any intellectual property or proprietary rights of any third party.

F. Limitation of Liability.

BNI Foundation Worldwide Inc will not be liable for direct or indirect damages of any kind, including without limitation incidental, punitive or consequential damage or loss arising out of or in connection with this ToS, the Site, the Services, inability to use the Site or the Services, or resulting from any goods or services obtained or messages received or transactions entered into through the Site or the Services.

G. Disclaimer of Warranties.

The BNI Foundation Worldwide Inc Site and the Services are provided on an “as is” and “as available” basis. BNI Foundation Worldwide Inc makes no representations or warranties of any kind, express or implied, concerning the Site, the Services or the content thereof. To the fullest extent permissible under applicable law BNI Foundation Worldwide Inc disclaims any and all such warranties including without limitation:

- **Any implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement;**
- **That the Site or the Services will meet your requirements, will always be available, accessible, uninterrupted, timely, secure, or operate without error;**
- **That the information, content and materials included on the Site will be as represented;**
- **Any implied warranty arising from course of dealing or usage of trade; and**
- **Any obligation, liability, right, claim or remedy in tort, whether or not arising from the negligence of BNI Foundation Worldwide Inc.**

H. Third Party websites.

The BNI Foundation Worldwide Inc Site may redirect or link to other websites on the Internet, or may otherwise include references to information, products or services made available by unaffiliated third parties. While we make every effort to work with trusted, reputable providers, from time to time such sites may contain information, material or policies that some may find inappropriate or personally objectionable. You understand that we are not responsible for the accuracy, completeness, decency or legality of content hosted by third party websites, nor are we responsible for errors or omissions in any references made on those websites. The inclusion of such a link or reference is provided merely as a convenience and does not imply endorsement of, or association with the Site or party by us, or any warranty of any kind, either express or implied. You are solely responsible for and assume all risk arising from your access to and/or use of any such linked websites.

I. Electronic Delivery of Notices.

By using the BNI Foundation Worldwide Inc Site or the Services you consent to electronically receive from BNI Foundation Worldwide Inc any communications including notices, agreements, legally required disclosures or other information in connection with the Services. BNI Foundation Worldwide Inc may also provide such notices by posting them on the Site. If you desire to withdraw your consent to receive notices electronically you must discontinue your use of Site and the Services.

J. Venue and Applicable Law.

The BNI Foundation Worldwide Inc Sites are created, operated and controlled by BNI Foundation Worldwide Inc in the State of North Carolina, United States of America. The laws of the State of North Carolina govern this ToS without giving effect to principles of conflicts of laws. Any action arising under this ToS shall be brought only in courts located in Mecklenburg County, North Carolina, which shall have exclusive jurisdiction and you consent to the exclusive jurisdiction of such courts.

K. Severability.

In the event that any provision of this ToS is held to be invalid or unenforceable the remaining provisions of this ToS will remain in full force and effect.

L. Waiver.

BNI Foundation Worldwide Inc will not be considered to have waived any of rights or remedies described in this ToS unless the waiver is in writing and signed by BNI Foundation Worldwide Inc. No delay or omission by us in exercising our rights or remedies will impair or be construed as a waiver. Any single or partial exercise of a right or remedy will not preclude further exercise of any other right or remedy. Our failure to enforce the strict performance of any provision of this ToS will not constitute a waiver of BNI Foundation Worldwide Inc's right to subsequently enforce

such provision or any other provisions of this ToS.

M. Relationship of Parties.

BNI Foundation Worldwide Inc is not your agent, fiduciary, trustee, or representative. Nothing expressed or implied in this ToS is intended or shall be construed to give to any person other than the parties hereto any legal or equitable right, remedy, or claim under or in respect to this ToS. This ToS is intended for the sole and exclusive benefit of BNI Foundation Worldwide Inc and you.

N. No Resale Right.

You agree not to sell, resell, reproduce, duplicate, distribute, copy, or use for any commercial purpose any portion of this Site, or use of or access to this Site provided through this Site, beyond the limited rights granted to you in these ToS.

O. Force Majeure.

In addition to any excuse provided by applicable law, we shall be excused from liability for non-delivery or delay in delivery of Services available through our Site arising from any event beyond our reasonable control, whether or not foreseeable by either party, including but not limited to: labor disturbance, war, fire, accident, adverse weather, inability to secure transportation, governmental act or regulation, and other causes or events beyond our reasonable control, whether or not similar to those which are enumerated above.

Effective/Last Updated: July 1, 2023

These ToS are an agreement between you and BNI Foundation Worldwide Inc, 3430 Toringdon Way, Ste 300, Charlotte, NC 28277U.S.A. If you have any questions about these ToS, please contact us at legal@bni.com.

©2024 BNI Foundation Worldwide Inc. All rights reserved.

Copyright Infringement Report

To provide Counter-Notice to Copyright Infringement, [click here](#).

The Digital Millennium Copyright Act (“**DMCA**”), [17 U.S.C. § 512\(c\)](#), limits BNI Foundation Worldwide Inc’s liability for copyright infringement by content residing on our servers.

If you believe that your copyrighted work has been used or copied, and that it now resides on our servers in a way that constitutes copyright infringement, the DMCA details certain steps you may wish to take. One of these is to give us notice, by providing us certain types of information specifically outlined in [17 U.S.C. § 512\(c\)](#).

Notice will not be effective unless and until it is delivered by the U.S. Postal Service, or other delivery service, to the following address:

BNI Foundation Worldwide Inc
Attn: General Counsel
3430 Toringdon Way, Ste 300, Charlotte, NC 28277

Please provide the following information:

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

Upon receipt of appropriate notification from the Complaining Party, BNI Foundation Worldwide Inc will initiate an investigation and forward the Complaining Party's written notification to the alleged infringer. While BNI Foundation Worldwide Inc is investigating the claim, BNI Foundation Worldwide Inc, at its sole discretion and without any legal obligation to do so, may, temporarily remove or deny access to the allegedly infringing material from the Site.

If BNI Foundation Worldwide Inc concludes that the Complaining Party has raised a legitimate copyright claim, it will continue to suspend the alleged infringer's BNI Foundation Worldwide Inc account and/or if it is solely stored on a BNI Foundation Worldwide Inc server, deny access to the allegedly infringing material. If BNI Foundation Worldwide Inc concludes that the Complaining Party has not raised a legitimate claim, BNI Foundation Worldwide Inc will restore access to the allegedly infringing material.

Copyright Infringement Counter-Notice

If you have received a notice of trademark infringement that you wish to challenge based on a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled, you may provide Counter Notice to BNI Foundation Worldwide Inc:

The Digital Millennium Copyright Act (“**DMCA**”), 17 U.S.C. § 512(c), details certain steps you may wish to take. One of these is to give us counter-notice.

The DMCA provides that BNI Foundation Worldwide Inc, as your service provider, may put the alleged infringing content back online only upon receipt of a counter-notice from you, our user/member.

Your counter-notice must include certain types of information specifically outlined in 17 U.S.C. § 512(c).

Counter-notice will not be effective unless and until it is delivered by the U.S. Postal Service, or other delivery service, to the following address:

BNI Foundation Worldwide Inc
Attn: General Counsel
3430 Toringdon Way, Ste 300,
Charlotte, NC 28277

Please provide the following information:

1. A signature of the alleged infringer (i.e. your signature).
2. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled.
3. A statement under penalty of perjury that the alleged infringer has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled.
4. The alleged infringer’s name, address, and telephone number, and a statement that the Infringer consents to the jurisdiction of the Federal District Court for the Western District of North Carolina, or if the alleged infringer’s address is outside of the United States, for any judicial district in which BNI Foundation Worldwide Inc may be found, and that the alleged infringer will accept service of process from the Complaining Party or an agent of such Party.

Upon receipt of a Counter Notice, BNI Foundation Worldwide Inc shall promptly provide the Complaining Party with a copy of the Counter Notice, and inform such Party that it will replace

the removed material or cease disabling access to it in ten (10) business days. BNI Foundation Worldwide Inc will replace the removed material and cease disabling access to it in not less than ten (10), nor more than fourteen (14), business days following receipt of the Counter Notification, unless BNI Foundation Worldwide Inc first receives notice from the Complaining Party that such Complaining Party has filed an action seeking a court order to restrain the alleged infringer from engaging in infringing activity relating to the material on the BNI Foundation Worldwide Inc Site, Site or network.

Counter Notice will not be effective unless and until it is delivered by the U.S. Postal Service, or other delivery service, to the following address:

BNI Foundation Worldwide Inc
Attn: General Counsel
3430 Toringdon Way, Ste 300, Charlotte, NC 28277

Trademark Infringement Report

To notify BNI Foundation Worldwide Inc that there has been a trademark violation, please follow the specific instructions.

To provide Counter-Notice to Trademark Infringement, [click here](#).

If you (the “Complaining Party”) would like to submit a trademark claim for violation of a mark on which you hold a valid, registered trademark or service mark (registered with the United States Patent and Trademark Office on the Principal Register or, for foreign marks, registered with the appropriate intellectual property organization of your country; state registrations and registrations on the Supplemental Register are not considered valid for these purposes), BNI Foundation Worldwide Inc requests that the Complaining Party substantiate such claim by providing the following information to it.

1. The trademark, service mark, trade dress, name, or other indicia of origin (“mark”) that is claimed to be infringed, including registration number.
2. The jurisdiction or geographical area to which the mark applies.
3. The name, post office address and telephone number of the owner of the mark identified above.
4. The goods and/or services covered by or offered under the mark identified above.
5. The date of first use of the mark identified above.
6. The date of first use in interstate commerce of the mark identified above.
7. A description of the manner in which the Complaining Party believes its mark is being infringed upon.

8. Sufficient evidence that the owner of the website that is claimed to be infringing is a BNI Foundation Worldwide Inc user/member.
9. The precise location of the infringing mark, including electronic mail address, etc.
10. A good faith certification, signed under penalty of perjury, stating:
11. The content of the website [identify website] infringes the rights of another party,
12. The name of such said party,
13. The mark [identify mark] being infringed, and
14. That use of the content of the website claimed to be infringing at issue is not defensible.

Your trademark claim will not be effective unless and until it is delivered by the U.S. Postal Service, or other delivery service, to the following address:

BNI Foundation Worldwide Inc
Attn: General Counsel
3430 Toringdon Way, Ste 300, Charlotte, NC 28277

Upon receipt of the appropriate information identified above for trademark claims, BNI Foundation Worldwide Inc will initiate an investigation and forward the Complaining Party's written notification to the alleged infringer. While BNI Foundation Worldwide Inc is investigating the claim, BNI Foundation Worldwide Inc, at its sole discretion and without any legal obligation to do so, may temporarily remove the allegedly infringing material from the Site.

If BNI Foundation Worldwide Inc concludes that the Complaining Party has raised a legitimate trademark claim, it may, at its sole discretion and without any legal obligation to do so, permanently remove the challenged material from the Site, and suspend the alleged infringer's BNI Foundation Worldwide Inc account. If BNI Foundation Worldwide Inc concludes that the Complaining Party has not raised a legitimate claim, BNI Foundation Worldwide Inc will restore access to the allegedly infringing material.

Trademark Infringement Counter-Notice

If you have received a notice of trademark infringement that you wish to challenge based on a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled, you may provide Counter Notice by providing the following information to BNI Foundation Worldwide Inc:

1. A signature of the alleged infringer (i.e. your signature).
2. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled.

3. A statement under penalty of perjury that the alleged infringer has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled.

4. The alleged infringer's name, address, and telephone number, and a statement that the Infringer consents to the jurisdiction of the Federal District Court for the Western District of North Carolina, or if the alleged infringer's address is outside of the United States, for any judicial district in which BNI Foundation Worldwide Inc may be found, and that the alleged infringer will accept service of process from the Complaining Party or an agent of such Party.

Upon receipt of a Counter Notice, BNI Foundation Worldwide Inc shall promptly provide the Complaining Party with a copy of the Counter Notice, and inform such Party that it will replace the removed material or cease disabling access to it in ten (10) business days. BNI Foundation Worldwide Inc will replace the removed material and cease disabling access to it in not less than ten (10), nor more than fourteen (14), business days following receipt of the Counter Notification, unless BNI Foundation Worldwide Inc first receives notice from the Complaining Party that such Complaining Party has filed an action seeking a court order to restrain the alleged infringer from engaging in infringing activity relating to the material on the BNI Foundation Worldwide Inc Site, Site or network.

Counter Notice will not be effective unless and until it is delivered by the U.S. Postal Service, or other delivery service, to the following address:

BNI Foundation Worldwide Inc
Attn: General Counsel
3430 Toringdon Way, Ste 300, Charlotte, NC 28277