

Effective/Last Updated: September 12, 2017

BNI Connect®
TERMS OF SERVICE

BNI Connect Global, LLC, a subsidiary of and on behalf of BNI Global LLC, (“**BNI**”, “**our**” or “**we**”) is making its BNI Connect® tool available to you subject to these evolving Terms of Service (“**ToS**”). The ToS govern your access to and use of BNI’s services available via our BNI Connect® Website and Mobile App, each and if applicable, (collectively “**BNI Sites**”). The BNI Sites include BNI’s related websites, SMS, APIs, email notifications, applications (web and/or mobile), buttons, widgets, ads, commerce services, and any other related services that can be accessed via our BNI Sites 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 Sites 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, and you are a member of BNI in good standing, then you can use the BNI Sites and Services. However, if (a) your mind is legally incapacitated (mental disability, intoxication, under the age of 18, etc.) for any reason, or (b) you are no longer or not yet a member in good standing of BNI, then you are not allowed to use the BNI Sites and Services. For those who are accepting these ToS and using the BNI Sites 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](#)> describes how we collect, process, store and share the information you provide to us when you use our BNI Sites and Services. You understand that through your use of the Services, you are consenting to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information to the United States, United Kingdom, and/or other countries for storage, processing and use by BNI, its franchisees and members, and its affiliates.

3. Content on the Services.

You are responsible for your use of the BNI Sites 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 Sites are at your own risk.

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 Sites, Blogs or the BNI Connect® tool. BNI 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 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 BNI Sites 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 or its affiliated entities or any person or entity using the BNI Sites or the Services;
- Any unauthorized use of the name, logo, trademark or copyrighted material of BNI, 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 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 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 site 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.

You agree NOT to use the BNI Sites or the Services to:

- upload, post, email, transmit or otherwise make available any content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable or that harm minors in any way;
- impersonate any person or entity, including, but not limited to, a BNI representative, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Site or the Services;
- upload, post, email, transmit or otherwise make available any content that you do not have a legal right to make available;
- upload, post, email, transmit or otherwise make available any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," or any other form of solicitation or promotion;
- upload, post, email, transmit or otherwise make available any material that contains malicious software;
- interfere with or disrupt the Site or Services or servers or networks connected to the Site or the Services;
- violate any applicable laws or any regulations having the force of law; or
- "stalk" or otherwise harass another person.

BNI 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 Sites or in connection with the Services including any reliance on the accuracy, completeness, or usefulness of such content.

You acknowledge that BNI may access, preserve and disclose your account information and content 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, 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 and/or its technology providers. You may not attempt to override or circumvent any of the usage rules embedded in the Services.

BNI is an internet service provider, and BNI is not responsible for the Content of its users. As an internet service provider, BNI may not monitor or control the Content posted via the BNI Sites. This means that BNI does not endorse, support, represent, verify or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted via the BNI Sites and Services, or endorse any opinions expressed via the BNI Sites and Services. This means that you may read or view Content that is offensive, false, misleading, deceptive, or otherwise inappropriate, or in some cases, postings that have been mislabeled. All Content is the sole responsibility of the user who authored or published such Content, which is you when you author and publish content via the BNI Sites and Services.

BNI is an intellectual property owner and understands the costs and expenses in developing and maintaining intellectual property. BNI also respects the intellectual property rights of others and expects its users of the BNI Sites 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’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’s instructions for reporting trademark infringement to it, and responding to infringement allegations against you by others.

4. Your Rights.

You are to be responsible for what you submit or post via the BNI Sites and Services. This may be your opinions, photos, videos, logos and any other thing that you can submit or post via the BNI Sites and Services.

Please note that when you submit or post Content via the BNI Sites and Services, you are granting to BNI a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use it for BNI’s business interests. You acknowledge that any of this submitted Content, as well as any other existing Content, can be used to create relationship/networking information related to BNI Members (“**Relationship Data**”). You acknowledge and agree that Relationship Data is owned exclusively by BNI, and you, nor anyone else, can use this Relationship Data without the express written consent from BNI. The purpose of this acknowledgement of BNI’s ownership of the Relationship Data is in part to prevent others from creating competing network groups or the like

from the Content that BNI has spent significant money, time and allocation of resources in collecting and sorting for its business interests.

Accordingly, BNI owns the member relationship and the Relationship Data. Similarly, if you are a BNI Franchisee, you acknowledge that we may share your performance data with other franchisees and that Relationship Data may similarly be shared.

5. Using the Services.

You may use the Services only in compliance with these ToS and all applicable laws, rules and regulations.

BNI's Services are constantly evolving and our Services are likely to change from time to time, at our discretion and in accordance to our ToS. BNI has the right and may stop (permanently or temporarily) providing Services or any features within the Services to you or to any user. BNI also retains the right to create limits on your use and storage at our sole discretion at any time. BNI may also remove or refuse to distribute any Content via the BNI Sites and Services, suspend or terminate users, and reclaim usernames without liability to you.

You acknowledge and agree that in consideration for BNI granting you access to and use of the BNI Sites and Services, BNI and its third-party providers and partners may place advertising to you via the BNI Sites and Services, or in connection with the display of Content (including your submitted or posted Content) or information from the Services whether submitted by you or others. You also agree not to misuse our BNI Sites or Services, for example, by interfering with them or accessing them using a method other than the interface and the instructions that we provide

BNI also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce the ToS, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of BNI, its users and the public. BNI does not disclose personal identifying information to third parties except in accordance with its Privacy Policy.

You are not allowed to develop the BNI Sites and Services except as authorized in the ToS.

6. Your Account.

You need to join BNI and create a BNI online account to use our online Services on the BNI Sites. You are responsible for safeguarding your BNI Connect account, so use a

strong password and limit its use to this account. BNI cannot and will not be liable for any loss or damage arising from your failure to comply with the above.

7. Ending These Terms of Service.

You may end your legal agreement and membership with BNI at any time by deactivating your accounts and discontinuing your use of the Services.

BNI may suspend or terminate your account or cease providing you with all or part of the Services at any time for any or no reason, including, but not limited to, if we reasonably believe: (i) you have violated these ToS, (ii) you create risk or possible legal exposure for us; (iii) your account should be removed due to prolonged inactivity; (iv) your BNI membership expires or is otherwise not renewed or terminated, or (v) our provision of the Services to you is no longer commercially viable. We will make reasonable efforts to notify you by the email address associated with your account or the next time you attempt to access your account, depending on the circumstances. In all such cases, the ToS shall terminate, including, without limitation, your license to use the Services, except that the following Sections shall continue to apply: 1, 2, 3 and 8.

8. Third Party Beneficiaries.

You agree that these ToS is not an agreement between you and Apple®, Google® or any other third party. BNI grants you the right to use the BNI Sites on either an iOS or Android product that you own or control, and as permitted by such product's applicable usage rules. In the event of any failure of the BNI Sites to conform to any applicable warranty, you may notify Apple®, Google® or other applicable third party to request a refund of your purchase price, if applicable, for the BNI Sites; and to the maximum extent permitted by applicable law. BNI shall provide maintenance and support services to the BNI Sites. If you have any intellectual property or other claim in association with the BNI Sites, please see BNI at legal@bni.com.

Apple®, Google® or other applicable third party, and their subsidiaries are third party beneficiaries of this ToS and Privacy Policy, and, upon your acceptance, these third-party beneficiaries thereof will have the right (and will be deemed to have accepted the right) to enforce these ToS against you.

9. All Other Terms.

The following additional terms apply both to your use of the BNI Connect® Mobile App and to the BNI Connect® website.

A. Fees and Payments.

If you choose to join BNI as a member in a BNI chapter, you will be provided access to our BNI Sites and you agree to pay all fees associated with the membership. Moreover, the BNI Connect® Sites are only available if you are a member of BNI in good standing.

When you order a service, 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 reserves the right without prior notice to discontinue or change specifications and prices on services offered on and outside of the BNI Sites 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 Sites or otherwise. If you use the BNI Sites or other means to purchase a service, payment must be received prior to acceptance of an order. BNI may need to verify information you provide before BNI 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 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 Sites 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 Sites or its systems without express written permission in advance from BNI.

C. Representations and Warranties.

For each piece of information and/or content that you submit, you represent and warrant that: (i) you have the right to submit the content to BNI and grant the licenses set forth above; (ii) BNI will not need to obtain licenses from any third party or pay royalties to any third party; (iii) the content does not infringe on any third party's rights, including intellectual property rights and privacy rights; and (iv) the content complies with this ToS and all applicable laws. If you are submitting information and/or content

that relates to a third party (e.g. a Chapter visitor's or a Referral's contact information), you are representing and warranting that (a) you've secured consent from such third party for use of the information in the manner reasonably anticipated (and in any event to the extent that you've consented to for use of your own information), (b) you will pass on and ensure delivery of any breach notification to such third parties, and (c) you'll update BNI to the extent such third party desires to revise or withdraw its consent, change, remove or otherwise exercise its data privacy rights concerning use of its information.

D. Intellectual Property.

All content included on the BNI Sites 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 or its content suppliers and is protected by international copyright laws. All software used on the Site is the property of BNI 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 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.

E. Copyright.

The DMCA provides protections to BNI relating to material posted online at the discretion of users of our Sites. 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 Global LLC
11525 N Community House Road
Suite 475
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.

F. Indemnity and Defense.

You will defend, indemnify and hold harmless BNI 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.

G. Limitation of Liability.

BNI 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.

H. Disclaimer of Warranties.

The BNI Sites and the Services are provided on an “as is” and “as available” basis. BNI 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 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.**

I. Third Party websites.

The BNI Sites 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.

J. Electronic Delivery of Notices.

By using the BNI Sites or the Services you consent to electronically receive from BNI any communications including notices, agreements, legally required disclosures or other information in connection with the Services. BNI 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.

K. Venue and Applicable Law.

The BNI Sites are created, operated and controlled by BNI 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.

L. 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.

M. Waiver.

BNI 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. 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's right to subsequently enforce such provision or any other provisions of this ToS.

N. Relationship of Parties.

BNI 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 and you.

O. 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 our ToS. .

P. 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: September 12, 2017

These ToS are an agreement between you and BNI Connect Global LLC, a subsidiary of and on behalf of BNI Global, LLC, 11525 N Community House Road, Suite 475, Charlotte, NC 28277 U.S.A. If you have any questions about these ToS, please contact us at legal@bni.com.

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PRIVACY POLICY

BNI Connect Global, LLC, a subsidiary of and on behalf of BNI Global, LLC, (“**BNI**”, “**our**” or “**we**”) prioritizes the privacy of our users, and has developed this privacy policy to show our commitment to that and to explain how we use certain information (“**Privacy Policy**”). This Privacy Policy is intended to explain to you, as a user of BNI or our services, what information we collect, how we use that information, with whom it may be shared, and your options about such uses and disclosures. If you have any questions or suggestions regarding this Privacy Policy, please email us at legal@bni.com.

We encourage you to read this Privacy Policy carefully when using our Sites or services or transacting business with us. By using our Sites and associated products and/or services, you are accepting the practices described in this Privacy Policy and consent to the data collection and use practice described in this policy. As with BNI’s ToS, the mere

act of visiting our Sites or web-accessed or mobile applications (our “Sites”), even without reading the subject legal document, will be viewed as acceptance of the terms contained in the Privacy Policy.

Privacy Philosophies

Although our business and social network community have unique services and offerings, they share a similar privacy philosophy. BNI follows these privacy principles in our conduct in the collection, use, release and security of Information both online and offline:

- Providing you with **NOTICE** of our information practices.
- Giving you with **CHOICES** about how your data will be used.
- Providing you with the opportunity to **UPDATE or CORRECT** your personal information.
- Using information **SECURITY** safeguards.
- Limiting the **SHARING** of your information.
- Committing to **COMPLYING** with applicable privacy requirements.
- Providing you with means to **CONTACT US** about privacy-related issues.

Information We Collect About You

A. *General.* In order to better provide you with the products and services offered on the Site, we collect two types of information about our users: personally identifiable information and aggregate information.

Personally identifiable information refers to information that lets us know the specifics of who you are. When you engage in certain activities on our Sites, such as registering for an account, purchasing a product, submitting content and/or posting content on any of our blogs, or sending us feedback, we may ask you to provide certain information about yourself. Examples of personally identifiable information may include your first and last name, email address, mailing address, telephone numbers, age group, gender and other identifying information. When setting up your profile on our Sites, you may be asked to provide an e-mail address, phone number, and address.

Aggregate information refers to information that does not by itself identify a specific individual. We gather certain information about you based upon where you visit on our Sites, and what other sites may have directed you to us. This information, which is collected in a variety of different ways, is compiled and analyzed on both a personal and an aggregated basis. This technology enables us to determine (i) your IP Address of your computer and its geographic location from installing the Applications onto your computer, mobile device or through your GPS of your mobile device; (ii) your search terms or interactive behavior via BNI’s websites; (iii) your purchasing behavior; (iv)

source of the information sought by you during your search; and (v) the age of your results data (collectively, "**Shared Information**"). We may use the information you provide in aggregate form for internal business purposes, such as generating statistics and developing marketing plans.

B. *Other Information You Provide.* We may also collect and store any personal information you enter on our Sites or provide to us in some other manner, including personal information that may be contained in any comment you post to our Sites. This includes identifying information, such as your name, address, e-mail address, and telephone number (if provided and applicable); your likeness (both still and moving); and, if you transact business with us or our partner, limited financial information such as your payment method (valid credit card number, type, expiration date or other financial information).

C. *Information About Others.* We may also collect and store personal information about other people that you provide to us, including the email addresses and/or IP addresses.

D. *Sweepstakes and Contests.* When BNI offers sweepstakes or contests, personal information is collected with the sole purpose of notifying you if you win the sweepstakes or contest.

E. *Automatic Collection of Data.* Information concerning your computer hardware and software are automatically collected and may be shared with other BNI or affiliated websites. This information may include: your IP address, browser type and language, domain names, access times, referring website addresses and the content of any undeleted cookies that your browser previously accepted from us (see "**Cookies**" below). BNI uses this information to maintain the quality of its service and to provide general statistics about website visitors.

Cookies. When you visit our Sites, we may use one or more "Cookies" to make our Sites easier for you to use and to personalize your online experience. Through the use of a cookie, we also may automatically collect information about your online activity on our Sites, such as the web pages you visit, the links you click, and the amount of time you spend on the website. You can remove or block cookies using your settings in most browsers, but if you choose to decline cookies, you may not be able to sign in or use some of the features offered on our Sites.

Other Technologies. We may use the ever-evolving Internet technology, such as web beacons and other similar technologies, to track your use of our Sites. We also may include web beacons in company e-mail messages, newsletters, or notifications to determine whether messages have been opened and/or acted upon. This enables us to customize the services we offer our Sites visitors to deliver targeted advertisements and

to measure the overall effectiveness of our online advertising, content, programming or other activities.

Information Collected By Third Parties. We may allow third parties, including advertising companies, and ad networks, to display advertisements on our Sites. These companies may use tracking technologies, such as cookies, to collect information about users who view or interact with their advertisements. Unless expressly stated otherwise, our Sites do not provide any personal information to these third parties. This information may allow them to deliver targeted advertisements and gauge their effectiveness. If you have questions or concerns about this, please email us at legal@bni.com.

Information From Other Sources. We sometimes supplement the information that we receive that has been outlined in this Privacy Policy with information from other sources and companies. Such outside information includes updated delivery and address information from carriers or third parties, which enables us to correct our records and deliver, for example, future communications more easily; account information, purchase or redemption information, and page-view information from some merchants with which we operate co-branded businesses or for which we provide technical, fulfillment, advertising, or other services; search term and search result information from some searches conducted through the Web search features; search results and links, including paid listings (such as Sponsored Links from Google); and credit history information from credit bureaus, which we use to help prevent and detect fraud and to offer certain credit or financial services to some customers.

F. *Storage and Transfer of Personally Identifiable Information.* BNI may store and process in the United States or any other country in which BNI or its affiliates, subsidiaries, or agents maintain data facilities. By using our Sites, you consent to any such transfer of information outside of your country.

How We Use the Information We Collect

A. *General.* We will primarily use your personally identifiable information to provide support or service offerings to you. Specifically, BNI collects and uses your personal information in order to:

1. operate the Sites and to deliver the services that you have requested;
2. manage your account and provide you with customer support;
3. perform research and analysis about your use of (personal and aggregate), or interest in, our products, services, or content, or products, services or content offered by others;
4. cross market your services/products with our services and our affiliates' services
5. verify your eligibility and deliver online and/or offline in connection with contests and sweepstakes;

6. enforce our terms and conditions;
7. manage our business;
8. enable and leverage applications such as BNI Connect to provide user functionality; and
9. perform functions as otherwise described to you at the time of collection.

When you join BNI or visit a BNI-related website, we will not collect any personally identifiable information about you unless you choose to provide such information to us. You agree that when you provide your personal identifiable information to us, BNI and its affiliated BNI franchisees may use your information to promote you and BNI. We want your information and preferences to be accurate and complete. You may request access to any personal information and preferences that you have provided to us and correct, modify or update such information and/or preferences by sending an email with your request to legal@bni.com.

The collection of your e-mail address and name if and when requested during account registration enables BNI and its affiliates to send you any requested newsletter(s) or to send you any requested mailings or offers. If applicable, you will be allowed to indicate upon registration that you are or are not interested in receiving offers or information from our partners and/or us and we may occasionally send you e-mails regarding product and event information or promotions. Only BNI and its affiliates will send you these solicitations, and only if you have previously not indicated that you do not wish to receive them. If applicable and you prefer not to receive such e-mails, please opt out or otherwise do not opt-in to receive these e-mails. You may opt-out of receiving e-mails from BNI when you register within your account settings at our Sites within or otherwise provide contact information to BNI.

Information concerning your geographical location is used to determine if BNI should provide regionalized information to its site users. When you voluntarily enter a sweepstakes or contest, we request your e-mail address and other contact information in order to be able to contact you in the event you are a winner of the sweepstakes or contest. Except as otherwise stated in this Privacy Policy, the personal information you provide on our Sites will not be shared with any third-parties, although BNI reserves the right to share such information with its affiliates and subsidiaries without your permission.

BNI provides links to send e-mail messages to our Sites for your convenience and your e-mail address is used so that our Sites may reply to your inquiry. BNI tracks the pages on our Sites that our users visit in order to determine which areas of the website are the most popular. This data is used to deliver customized content and advertising within our Sites to customers whose behavior indicates that they are interested in a particular subject area.

The vast majority of data collection from our visitors is used to assess the type of

people visiting that website and to determine what content is most frequently accessed by those visitors. This information helps BNI improve its websites by offering content that more specifically meets the interests of our Site visitors.

B. *Financial Information.* If BNI collects your financial information, it may use your financial information or payment method to process payment for any purchases, subscriptions or sales made on our Sites, to protect against or identify possible fraudulent transactions, and otherwise as needed to manage our business.

With Whom We Share Your Information

A. *General.* We want you to understand when and with whom we may share personal or other information we have collected about you or your activities on our Sites or while using our services.

B. *Personally Identifiable Information.* We do not share your personal information with others except as indicated below or when we inform you and give you an opportunity to opt out of having your personal information shared. We may share personal information with:

1. *Authorized Service Providers:* We may share your personal information with our authorized service providers that perform certain services on our behalf. These services may include processing credit card payments, delivering products and services, providing customer service and marketing assistance, performing business and sales analysis, supporting our Sites' functionality, and supporting other features and promotions offered through our Sites. We will only provide these service providers with the limited information that they need to provide us with such services, including limited access to personal information needed to perform their functions. However, they are not permitted to share or use such information for any other purposes. When you enter into transactions with others or make payments on our Sites, we will either (a) link you to a third party who handles the transaction outside of our Sites, or (b) share transaction information with only those third parties necessary to complete the transaction. We will require those third parties to agree to respect the privacy of your information.
2. *Business partners:* From time to time, we may offer promotions, sweepstakes or third party offerings on our Sites. If and when you make purchases, engage in these services and/or products, offered through our Sites or our services, we may share personal information with the businesses with which we partner to offer you those products, services, promotions, contests and/or sweepstakes. When you elect to engage in a particular merchant's offer or program, you authorize us to provide your email address and other information to that merchant.

3. *Other Situations.* We also may disclose your information:

- a. In response to a subpoena, court order, or other requests for cooperation from a law enforcement or other government agency (including civil and criminal matters); to establish or exercise our legal rights; to defend against legal claims; or as otherwise required by law. In such cases, we may raise or waive any legal objection or right available to us, in our sole discretion. This may include respecting requests from jurisdictions outside of the United States if we have a good faith belief that response is required by law under the local laws in that jurisdiction, apply to users from that jurisdiction, and are consistent with generally accepted international standards. We may also share information when we have a good faith belief it is necessary to prevent illegal activity, to prevent imminent bodily harm, or to protect ourselves and you from people violating our [Terms of Service](#). This may include sharing information with other companies, lawyers, courts or other government entities where applicable.
- b. In connection with a substantial corporate transaction, such as the sale of our business, a merger, divestiture, consolidation, or asset sale; though in any event, any acquiring entity or other third-party assignee will be bound by the terms of this Privacy Policy.
- c. To protect and defend the rights or property of BNI or one of BNI's referral networks; and, act under exigent circumstances to protect the personal safety of members and users of BNI, its websites, or the public.

Any third parties to whom we may disclose personal information may have their own privacy policies, which describe how they use and disclose personal information. Those policies will govern use, handling and disclosure of your personal information once we have shared it with those third parties as described in this Privacy Policy. If you want to learn more about their privacy practices, we encourage you to visit the websites of those third parties. These entities or their servers may be located either inside or outside the United States.

C. *Aggregated and non-personal information.* We may share aggregated and non-personal information we collect. We may also share it with third parties to develop and deliver targeted advertising on our Sites and on websites of third parties. We may combine non-personal information we collect with additional non-personal information collected from other sources. We also may share aggregated information with third parties, including advisors, advertisers and investors, for the purpose of conducting general business analysis. This information does not contain any personal information and may be used to develop services that we hope you and other users will enjoy using.

About User-Generated-Content

We do not screen, filter or monitor user submissions to our Sites, nor do we scrape or glean personal information from any such submissions to the extent that any comment or other user submission contains personal information (including name, likeness, email address, whether such information pertains to the submitter or someone else), such personal information may be viewed by authorized users of our Sites with whom you have shared that information, subject to our Terms of Service. We do not gain access to any of your personal content, and only use "meta" information to enable the successful operation of our service. (See "**User Submissions**" below).

Third-Party Websites

There are a number of places on our Sites or through our services where you may click on a link to access other websites that do not operate under this Privacy Policy. For example, if you click on an advertisement or a search result on our Sites, you may be taken to a website that we do not control. These third-party websites may independently solicit and collect information, including personal information, from you and, in some instances, provide us with information about your activities on those websites. We recommend that you consult the privacy statements of all third-party websites you visit by clicking on the "privacy" link typically located at the bottom of the webpage you are visiting.

Accessing Your Information

If you have an online account with us, you have the ability to review and update your personal information online by logging into your account. You can also review and update your personal information by contacting us. More information about how to contact us is provided below.

If you have an online account with us, you also may choose to close your account at any time by emailing us at legal@bni.com. If you close your account, we may still retain certain information associated with your account for analytical purposes and record keeping requirements, as well as to prevent fraud, collect any fees owed, enforce our Terms of Service, or take other actions otherwise permitted by law. In addition, if certain information has already been provided to third parties as described in this Privacy Policy, retention of that information will be subject to those third parties' policies. If you close your account, all of your account information shared with or uploaded to the Site will be deleted from any user account that you have previously shared them with.

Your Choices About Collection and Use of Your Information

1. You can choose not to provide us with certain information, but that may result in you being unable to use certain features of our Sites because such information may be required in order for you to register as a member; purchase products or services; participate in a contest, promotion, survey, or sweepstakes; ask a question; or initiate other transactions on our Sites.
2. When you register on our Sites you may be given a choice or otherwise allowed to indicate whether you want to receive email notifications and/or newsletters. At any time you can choose to stop receiving notification emails by accessing your account settings or through the link at the bottom of the notification emails; and commercial or promotional emails or newsletters from us by clicking on the link at the bottom of any of our emails. You will be given the opportunity, in any commercial e-mail that we send to you, to opt out of receiving such messages in the future. It may take up to 10 days for us to process an opt-out request. We may send you other types of transactional and relationship e-mail communications, such as service announcements, administrative notices, and surveys, without offering you the opportunity to opt out of receiving them as long as your account is active. Please note that, changing information in your account, or otherwise opting out of receipt of promotional email communications will only affect future activities or communications from us. If we have already provided your information to a third party (such as a credit card processing partner or an event provider) before you have changed your preferences or updated your information, you may have to change your preferences directly with that third party.

Protecting Your Personal Information

We take appropriate security measures (including physical, electronic and procedural measures) to help safeguard your personal information from unauthorized access and disclosure. For example, only authorized BNI employees, contractors and certain third party service providers are permitted to access personal information, and they may do so only for permitted business functions. In addition, we use encryption in the transmission of your sensitive personal information between your system and ours. If you choose to create a profile on our Sites or if you choose to register for an account, you will be required to select a password. This password can be changed at any time after you first log into the service by using your current password. You must keep your password confidential and you must not share this information with anyone. If you share a computer with anyone, you should always log out of our Sites before leaving it to prevent access to your information from subsequent users of that computer. There are, however, risks inherent in sharing information, and though we provide privacy settings for whom you share your videos with, please be aware that no security measures are perfect or impenetrable. We cannot control the actions of any person with whom you share your information, and cannot guarantee that only authorized recipients will view your videos. We cannot control the actions of other users with

whom you share your information. We cannot guarantee that only authorized persons will view your information. Therefore, although we take steps to secure your information, we do not promise, and you should not expect, that your personal information, searches, or other communications will always remain secure. Users should also take care with how they handle and disclose their personal information and should avoid sending personal information through insecure email. We are not responsible for third party circumvention of any of our privacy settings or security measures. Please be careful and conscientious with whom you share your videos and choose a strong password that you do not use for other services. For information about how to protect yourself against identity theft, please refer to the Federal Trade Commission's website at www.ftc.gov/bcp/menus/consumer/data.shtml.

Communities and Forums Offered on our Sites

Any personally identifiable information or personally sensitive data that you disclose through our Sites, or other online forums hosted on our Sites, may be collected and used by others. We recommend caution when giving out personal information to others in these online forums. We encourage you to review the privacy statements of websites you choose to visit via hyper-links posted on our Sites so that you can understand how those websites collect, use and share your information. BNI is not responsible for the privacy policies or other content on third-party websites accessed through its websites.

User Submissions

We may provide areas on our Sites where you can post information about yourself, including your name and email address, communicate with others; upload content; and post comments. Such postings are governed by our Terms of Service. Also, whenever you voluntarily disclose personal information on our site, that information will be available and can be collected and used by others who have authorized access to your content. We encourage you to exercise discretion and caution with respect to your personal information. Once you have posted information, you may not be able to edit or delete such information.

Children's Privacy

Our Site is a general audience site, and we do not knowingly collect personal information from children under the age of 13. Our Sites are not intended for use by children. You may access our Sites only if you are of legal age to lawfully form a binding contract. If you are under the age of 18 and do not have a parent's or legal guardian's permission to use our Sites, you may not access our Sites or use any services. If you are 13 years of age or older, then you can only use our Sites and services with the consent of your parent or legal guardian.

Privacy Shield

BNI has self-certified that it complies with the EU-US and Swiss-US Privacy Shield Framework as prescribed by the US Department of Commerce regarding the retention, use, collection, and notice principles. BNI additionally adheres to the Privacy Shield Framework recommendations pertaining to the transfer of information to third parties, access, security, data integrity and purpose limitation and enforcement. Additional information on the Privacy Shield Program can be viewed at <https://www.privacyshield.gov>. The Federal Trade Commission (FTC) has jurisdiction over BNI's compliance with the Privacy Shield. BNI will annually renew its Privacy Shield certification to help ensure the treatment of all personal data continues to be accurate and processed in accordance with the Privacy Shield Framework and applicable Principles. All questions or complaints regarding the processing and use of personal data should be directed to legal@bni.com.

BNI has elected JAMS as its independent dispute resolution mechanism in accordance with requirements set forth by Privacy Shield. If questions or complaints are not resolved satisfactorily through contacting BNI, users can file a complaint with JAMS at <https://www.jamsadr.com/file-an-eu-us-privacy-shield-or-safe-harbor-claim>.

No Rights of Third Parties

This Privacy Policy does not create rights enforceable by third parties or require disclosure of any personal information relating to users of our Sites.

Changes to This Privacy Policy

We will occasionally update this Privacy Policy to reflect changes in our practices and services. When we post changes to this Privacy Policy, we will revise the "Last Updated" date at the top of this Privacy Policy. If we make any material changes in the way we collect, use, and/or share your personal information, we will notify you by sending an email to the email address you most recently provided us in your account, profile or registration (unless we do not have such an email address), and/or by prominently posting notice of the changes on our Sites. We recommend that you check our Sites from time to time to inform yourself of any changes in this Privacy Policy or any of our other policies.

How to Contact Us

If you have any questions about this Privacy Policy or our information-handling practices, or if you would like to request information about our disclosure of personal information to third parties for their direct marketing purposes, please contact us by email or postal mail as follows:

BNI Global, LLC
11525 N Community House Road
Suite 475
Charlotte, NC 28277

Please e-mail BNI at legal@bni.com if you have any questions about this Privacy Policy.

This Privacy Policy was last updated on September 12, 2017.

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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’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 Global, LLC
Attn: General Counsel
11525 N Community House Road
Suite 475
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 to locate the material.

4. Information reasonably sufficient to permit BNI 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 will initiate an investigation and forward the Complaining Party's written notification to the alleged infringer. While BNI is investigating the claim, BNI, 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 concludes that the Complaining Party has raised a legitimate copyright claim, it will continue to suspend the alleged infringer's BNI account and/or if it is solely stored on a BNI server, deny access to the allegedly infringing material. If BNI concludes that the Complaining Party has not raised a legitimate claim, BNI 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:

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, 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 Global, LLC
Attn: General Counsel
11525 N Community House Road
Suite 475
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 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 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 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 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 App, 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 Global, LLC
Attn: General Counsel
11525 N Community House Road
Suite 475
Charlotte, NC 28277

Trademark Infringement Report

To notify BNI 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 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 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 Global, LLC
Attn: General Counsel
11525 N Community House Road
Suite 475
Charlotte, NC 28277

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

If BNI 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 account. If BNI concludes that the Complaining Party has not raised a legitimate claim, BNI 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:

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 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 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 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 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 App, 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:

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11525 N Community House Road
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Charlotte, NC 28277