

BNI® Terms of Service

Effective Date: October 12, 2026

TERMS OF SERVICE

BNI Global, LLC, together with its subsidiaries and affiliates, including BNI Worldwide Development Limited and BNI Connect Global LLC ("BNI", "our" or "we") operate bni.com, bniamerica.com, bni-india.in, bnicanada.ca, bnifrance.fr, bni.co.uk, bni.no, bni.fi, bni.nu, bni-italia.com, bni.pt, bni-portugal.com, bni-nederland.nl, bni.ie, bni.com.sg, bni.vn, bni.co.nz, bnichina.com, bni-vlaanderen.be, bni-belgique.be, an operating management system known as BNI Connect®, and the BNI Mobile App (collectively, the **"BNI Sites"**). The BNI Sites further include any 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 the BNI Sites or that link to these Terms of Service (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"**).

BNI is making the BNI Sites, Services and Content available to you subject to these Terms of Service (**"ToS"**) and these ToS govern your access to and use of any of the BNI Sites, Services or Content.

By accessing any of the BNI Sites, Services or Content, you AGREE to these ToS and further AGREE that these ToS constitute A BINDING AGREEMENT between you and BNI. If you are accessing any of the BNI Sites, Services or Content on behalf of a company, organization, government, or other legal entity, you further AGREE to bind both yourself and that entity to these ToS.

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. Privacy.

Our Privacy Policy, available at <http://bnitos.com/privacy.html>, outlines how we collect, process, store, and share the information you provide when accessing the BNI Sites, Services and/or Content. By using our Services, you acknowledge that your personal data will be collected, used, and managed as outlined in our Privacy Policy and consent to the same. This includes the potential transfer of your data to the United States, the United Kingdom, and/or other countries for storage, processing, and use by BNI, its franchisees, members, and affiliates.

2. Content on the Services.

You bear responsibility for your use of the BNI Sites and Services, as well as for any Content you provide. This includes adherence to all relevant laws, rules, and regulations. By submitting or sending your Content, you agree to assume responsibility for it.

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 is at your own risk.

Users of the Services must conduct themselves in a lawful, ethical, and professional manner. All users are obligated to act fairly, responsibly, and in a businesslike way at all times, avoiding any behavior that is discourteous, deceptive, misleading, or unethical. You bear sole responsibility for any comments or posts you contribute to any of the BNI Sites, blogs, or BNI Connect®.

BNI does not undertake to review all Content posted by users and does not guarantee the accuracy, integrity, or quality of such Content. In the course of using the BNI Sites or Services, you may encounter content that you deem offensive, indecent, or objectionable. BNI will not be held liable 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 using any content posted or 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 those 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 international, federal, state, or local laws or regulations;
- Using the Service for the purpose of creating, disseminating, or otherwise distributing malicious software, including but not limited to malware, viruses, worms, ransomware, spyware, or any other harmful or destructive code.
- Engaging in activities that could harm, disrupt, or compromise the functionality, security, or integrity of the Service, its users, or any associated systems.

You shall comply with all applicable local, national, and international laws, regulations, and guidelines regarding computer security, data protection, and intellectual property rights.

“Spamming” is the use 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. BNI strictly prohibits spamming, and any such activity will lead to immediate termination of your account. Additionally, spamming may be deemed illegal under relevant laws, potentially exposing you to civil or criminal penalties.

Your use of software made available via any of the BNI Sites is subject to any applicable license agreement, 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 any of the BNI Sites

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 copied or redistributed.

You agree NOT to use any of the BNI Sites, Services or Content 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;
- "stalk" or otherwise harass another person;
- Use AI Features to generate or disseminate content that impersonates another person or entity, or that materially deceives about source or authenticity;
- Upload or prompt AI Features with content you have no right to use (including confidential or proprietary information you are contractually bound to protect);
- Attempt to extract or reconstruct model weights, training data, or source code, or to derive underlying components of the Services;

- Use automated means to scrape Outputs at scale or to seed or train external models; or
- Unfairly compete against BNI.

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

You assume all risks associated with the use of any content on the BNI Sites or in connection with the Services. This includes any dependence on the accuracy, completeness, or relevance of such content.

You understand that BNI may access, preserve, and disclose your account information and content if legally mandated or if BNI believes in good faith that such access, preservation, or disclosure is reasonably necessary to: (a) adhere to legal proceedings; (b) enforce the stipulations of these ToS; (c) address claims that any content infringes upon third-party rights; (d) respond to your customer service requests; or (e) safeguard the rights, property, or personal safety of BNI, its users, and the public.

The Services and the software encapsulated within the Service may include security components that enable digital materials to be defended. The use of these materials is subject to the usage rules established by BNI and/or its technology providers. It is prohibited to attempt to override or circumvent any of these embedded usage rules in the Services.

BNI is an internet service provider, and BNI is not responsible for the Content of its users. BNI does not actively monitor or control the Content posted on the BNI Sites. BNI does not undertake any obligation to monitor Content and assumes no liability for user Content, regardless of any voluntary moderation BNI performs. As such, 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. BNI doesn't endorse any opinions expressed via the BNI Sites and Services. Consequently, you may encounter Content that is offensive, false, misleading, deceptive, or otherwise inappropriate. In some cases, postings may be inaccurately labeled. The sole responsibility for any Content lies with the user who created or posted it, which includes you when you generate and post 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.

3. Community and Messaging Features

Where applicable, Services include community features that allow Members to send direct and group messages, join public and private communities, and create, post, comment on, react to, and share Content, including text, images, and video (collectively, “Community Features”). Community Features are available only to authenticated Members in good standing. You are solely responsible for Content you create or share through Community Features. Submission of Content does not guarantee its publication or continued availability. BNI may refuse, remove, hide, or restrict any Content, and may suspend or revoke your access to Community Features, at any time at its sole discretion.

BNI uses a layered moderation program consisting of automated, AI-assisted screening tools and human review. Content you submit through the Community Features, including posts, comments, images, group messages, and, where enabled, direct messages, may be automatically evaluated, flagged, hidden, blocked, removed, or escalated for human review. Members may report Content. BNI does not guarantee that moderation will identify or prevent all inappropriate Content. Following review, BNI may take action, including removing Content, suspending posting privileges, restricting community access, or terminating accounts. Where required by applicable law, BNI will provide a statement of reasons for Content removal and a means to contest the decision.

Messages and other content transmitted through the Community Features are not confidential to BNI. You should not use the Community Features, including direct and group messaging, to transmit confidential information, trade secrets, financial account details, government identification numbers, health information, or other sensitive personal information, whether your own or anyone else’s. BNI may access, review, and process content transmitted through the Community Features as described in these Terms and our Privacy Policy, and BNI assumes no duty of confidentiality with respect to such content except as stated in our Privacy Policy or required by applicable law.

If your membership ends, your access to Community Features, including messaging, posting, and community participation, is revoked immediately. Content you previously created, including messages, posts, comments, and reactions, may remain visible to other Members and may be retained by BNI for operational, security, compliance, and legal purposes as described in our Privacy Policy.

BNI does not verify the identity, qualifications, accuracy, or reliability of any Member-generated Content, and Members should independently evaluate all information obtained through Community Features.

BNI reserves the right to investigate suspected violations of these Terms, any applicable [Community Guidelines](#), or applicable law, and may preserve, review, and disclose Content as reasonably necessary to conduct such investigations.

4. Your Rights.

If you access any of the BNI Sites, Content or Services, you are accountable for the content you contribute or share. This includes your views, photographs, videos, logos, and any other materials you may post or submit via our platforms.

By sharing any content through any of the BNI Sites or Services, you grant BNI a worldwide, non-exclusive, royalty-free, transferable license, with the right to sublicense to its affiliates, franchisees, and service providers, to host, store, reproduce, display, transmit, distribute, moderate, remove, retain, and make such content available to other Members through the Services, and to modify and adapt such content solely as necessary for formatting, display, and technical delivery, in each case for the purposes of operating, providing, securing, moderating, promoting, and improving the Services. This license survives termination of your membership solely to the extent necessary for BNI to retain, display, and process previously shared content as described in these ToS and our Privacy Policy. You understand that this content, along with any other available content, may be used to generate networking and relationship information related to BNI Members (known as “Relationship Data”).

You acknowledge and agree that BNI has a proprietary interest in the compilation, organization, and presentation of Relationship Data as a collective work (the “Compiled Relationship Data”). You agree not to access, use, copy or disclose Compiled Relationship Data (or any portion thereof) for any commercial purpose, including but not limited to for the purpose of establishing, operating, or supporting a competing networking organization. You agree not to distribute or sell Compiled Relationship Data without express written consent from BNI. You further agree that if you copy, disclose, scrape, distribute or sell any portion of Compiled Relationship Data without BNI’s express written consent, that you, and/or the person, company, organization, government or other legal entity on whose behalf you have done so, will pay all of BNI’s fees and costs (including attorneys’ fees and any other expense) incurred in connection with any investigation, claim or suit related to the same. This provision does not affect your ownership of any underlying content that you may submit (including your own business materials, presentations, personal or professional contacts), which remains subject to the license granted to BNI above.

If you are a BNI Franchisee, please note that we may share your performance data with other franchisees and that the **Relationship Data** may be shared in a similar manner.

5. Using the Services.

Your use of the Services must comply with these ToS and all relevant laws, rules, and regulations.

BNI’s Services are continually evolving, and changes may occur from time to time at our discretion and in accordance with our terms. We reserve the right to modify (either permanently or temporarily) our Services or any features within the Services to you or any user. We also retain the authority to impose usage and storage limits at our sole discretion at any time. BNI may choose to remove or refuse to distribute any content via the BNI Sites and Services, suspend or terminate users, and reclaim usernames without any liability to you.

In exchange for BNI granting you access to the BNI Sites, Content and/or Services, you acknowledge and agree that BNI and its third-party providers and partners may display advertising to you via the BNI Sites and Services, or in conjunction with the display of Content (including your submitted or posted Content) or information from the Services, whether submitted by you or others. Furthermore, you agree not to misuse our BNI Sites, Content or Services by interfering with them or accessing them in a manner other than through the interface and instructions we provide.

BNI reserves the right to access, read, preserve, and disclose any information as we deem necessary to (i) comply with any applicable law, regulation, legal process, or governmental request, (ii) enforce these ToS, including the investigation of potential violations, (iii) 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 personally identifiable information to third parties except as outlined in its Privacy Policy.

By providing your phone number to BNI, you consent to be contacted by BNI regarding events, marketing, and future communications. These may include telemarketing calls, SMS messages, and automated calls. You acknowledge that you have the right to opt out of these communications at any time by following the instructions provided in the messages or contacting BNI directly.

Unauthorized development or modification of the BNI Sites and Services is prohibited. Any development activities must be in compliance with these ToS.

6. Your Account.

In order to utilize our online Services on any of the BNI Sites, you must become a member of BNI and create an online BNI account. You are responsible for the security of your BNI Connect account; therefore, it is recommended to create a strong password and use it exclusively for this account. BNI will not be held accountable for any loss or damage resulting from non-compliance with these guidelines.

7. Termination of These Terms of Service.

You have the right to terminate your legal agreement and membership with BNI at any point by deactivating your accounts and ceasing your use of the Services.

Conversely, BNI reserves the right to suspend or terminate your account, or discontinue providing you with all or a portion of the Services at any time for any reason or no reason at all. Such reasons may include but are not limited to: (i) if we reasonably believe that you have breached these ToS, (ii) if your actions create a risk or potential legal liability for us, (iii) if your account has remained inactive for an extended period, (iv) if your BNI membership expires, is not renewed, or is otherwise terminated, or (v) if providing the Services to you is no longer commercially viable for us.

In such cases, we will make a reasonable effort to notify you either via the email address linked to your account or at your next attempt to access your account, depending on the circumstances. In all of these instances, these ToS will be terminated, including, but not limited to, your license to

use the Services. Nonetheless, Sections 1, 2, 4, 5, 9, 10, 12, 14, 15, 16, 21, 22 and 25 will survive termination.

8. Third Party Beneficiaries.

You agree that these ToS are not an agreement between you and Apple®, Google®, or any other third party. BNI grants you the right to use the BNI Sites on an iOS or Android device that you own or control, and as permitted by that device'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 parties 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 concerning any of the BNI Sites, please see legal@bni.com.

Apple®, Google®, or other applicable third parties, and their subsidiaries are third-party beneficiaries of these 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. Third-Party Artificial-Intelligence Offerings.

From time to time, BNI may present, link to, or make available offers for artificial-intelligence products or services provided by independent third parties ("Third-Party AI"). If you choose to engage with Third-Party AI, you do so under the third party's terms and at your own risk. BNI does not control, operate, or host Third-Party AI and is not responsible for its availability, accuracy, functionality, or security. Any exchange of data, fees, or commitments occurs solely between you and that provider. BNI may discontinue presenting any Third-Party AI at any time without notice.

10. Prohibited Software, Extensions, and Related Activity.

In order to protect our members' data and the BNI Sites, we do not permit the use of any software, including crawlers, bots, browser plug-ins, or browser extensions that scrape, modify the appearance of, or automate any activity on the BNI Sites or BNI systems (including automated queries of any sort to any of the BNI Sites or systems). We also prohibit the use of fake accounts or fake engagement on the BNI Sites, including any tools or services that try to manipulate BNI's Content, functionality, or other processing activities.

Without limiting the general prohibitions described above or elsewhere in these Terms, BNI expressly prohibits the following activities:

- Developing, supporting, or using software, devices, scripts, robots, or any other means of processes (such as crawlers, browser plugins, and add-ons or other technology) to scrape or copy the BNI Sites or Services, including any information contained therein;
- Using bots or other unauthorized automated methods to access the BNI Sites or Services, add or download content, send or redirect messages, submit queries, or otherwise collect information or engage with the BNI Sites;

- Overlaying or otherwise modifying the BNI Sites or the Services or their appearance (such as by inserting elements into the Services or removing, covering, or obscuring an advertisement included on the Services);
- Copying, using, displaying or distributing any information (including content) obtained from the Services, whether directly or through third parties (such as search tools or data aggregators or brokers), without the consent of the content owner (such as BNI for content it owns);
- Overriding any security feature or bypass or circumventing any access controls or use limits of the Services); and
- Interfering with the operation of, or placing an unreasonable load on, the Services (e.g., spam, denial of service attack, viruses, gaming algorithms).

Any member or third party who uses tools for such purposes is in violation of these Terms. BNI reserves the right to take all appropriate steps, including restricting or shutting down access or accounts and taking legal action.

11. 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 these 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 the 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 the use of its information.

12. 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 BNI Sites is the property of BNI or its software suppliers and is protected by international copyright laws. All of the trademarks, service marks, logos, brands, and trade names appearing on the BNI Sites 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 all of the BNI Sites and the Services, including but not limited to design, functionality, and documentation. You may not copy, edit, or reproduce any part of any of the BNI Sites or the Services.

13. Copyright.

The DMCA provides protection for BNI regarding material posted online at the discretion of users of our Sites. If you are a copyright owner and believe that any content on our BNI Sites infringes your copyrights, you may inform us by completing our **Copyright Infringement Report** form and mailing it to:

BNI Global, LLC
3430 Toringdon Way
Suite 300
Charlotte, NC 28277

Including the following information:

- 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 BNI Sites;
- 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.

14. Indemnity and Defense.

You agree to 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 all attorneys', expert, investigator, and other fees and costs) that arise out of or relate to: (i) your use of the BNI Sites, Services or Content; (ii) any actual or alleged breach of your representations, warranties, or obligations set forth in these ToS; and (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. In addition, you agree to defend, indemnify, and hold harmless BNI from and against any claims, losses, or liabilities arising out of (a) your Inputs (including infringement, confidentiality, or privacy violations), (b) your reliance on or use of Outputs, (c) your breach of the AI restrictions in Section 2 or (d) your scraping or commercial use of any data appearing on any of the BNI Sites.

15. 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 these ToS, the BNI Sites, Content, the Services, inability to use the BNI Sites or the Services, or resulting from any goods or services obtained or messages received or transactions entered into through the BNI Sites or the Services. Without limiting the foregoing, to the maximum extent permitted by law, BNI has no liability arising from or related to the AI Features or any Outputs, including any decisions made or actions taken based on Outputs.

16. Disclaimer of Warranties.

- The BNI Sites and the Services are provided on an “as is” and “as available” basis. BNI does not provide any representations or warranties, either expressed or implied, regarding the BNI Sites, Services, or Content. To the greatest extent permitted under applicable law, BNI disclaims all such warranties, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement;
- That any of the BNI Sites, Services, or Content will meet your requirements, will always be available, accessible, uninterrupted, timely, secure, or operate without error;
- That the information, content, and materials included on any of the BNI Sites will be as represented;
- Any implied warranty arising from the 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.

17. Third Party Websites.

The BNI Sites may redirect or link to other websites on the Internet, or may include references to information, products, or services provided by unaffiliated third parties. While we make every effort to work with trusted and reputable providers, from time to time, these sites may contain information, material, or policies that some individuals may find inappropriate or personally objectionable. You agree that BNI is not responsible for the accuracy, completeness, decency, or legality of content hosted by third-party websites, nor is BNI 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 BNI Sites 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.

18. Electronic Delivery of Notices.

By accessing the BNI Sites, Services or Content, you consent to electronically receive from BNI any communications, including notices, agreements, legally required disclosures, or other information. This consent includes invoices, receipts, renewal reminders, and billing notices delivered electronically by BNI or its billing providers, including electronic invoices issued to comply with applicable e-invoicing and digital tax reporting requirements. BNI may also provide such notices by posting them on the BNI Sites. If you desire to withdraw your consent to receive notices electronically, you must discontinue your use of the BNI Sites and the Services.

19. Marketing Communications and Partner Offers.

BNI may send you marketing communications about BNI programs and benefits and about offers from BNI partners (including Global Purchasing Office (“GPO”) offers) via email, in-app messaging, telephone, and SMS/MMS using the contact details you provide. You may opt out of

marketing communications at any time as described in those communications or by contacting us, and doing so will not affect service or membership notices. BNI may include partner/GPO offers in BNI's own communications; BNI does not disclose your contact details to partners for their independent marketing unless you have separately opted in where required by law. BNI may use service providers to deliver these communications on its behalf.

20. Member Support and Retention Communications.

As part of member support and retention activities, BNI representatives may contact you regarding your account, renewal, and available membership benefits, which may include GPO partner offers. Where a call or text would be subject to telemarketing or similar laws (for example, use of an autodialer or prerecorded/artificial voice to a mobile number), BNI will obtain any required prior consent and will honor applicable do-not-call preferences. You may request at any time that promotional content not be included in such retention communications; we will honor that preference while continuing to send necessary service or account notices.

21. 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 these ToS without giving effect to principles of conflicts of laws. Any action arising under these ToS shall be brought only in the federal or state courts located in Mecklenburg County, North Carolina, which shall have exclusive jurisdiction, and you consent to the exclusive jurisdiction of such courts.

22. Severability.

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

23. Waiver.

BNI's rights or remedies detailed in these ToS are not deemed waived unless such a waiver is expressed in writing and signed by BNI. Any delay or omission on our part in exercising our rights or remedies should not be interpreted as a waiver. Any single or partial exercise of a right or remedy does not prevent the further application of any other right or remedy. Our failure to enforce the strict performance of any provision of these ToS will not constitute a waiver of BNI's right to subsequently enforce such provision or any other provisions of these ToS.

24. Relationship of Parties.

BNI is not your agent, fiduciary, trustee, or representative. Nothing expressed or implied in these 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 these ToS. These ToS are intended for the sole and exclusive benefit of BNI and you.

25. No Resale Right.

You agree not to sell, resell, reproduce, duplicate, distribute, copy, or use for any commercial purpose any portion of the BNI Sites, Services or Content.

26. 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 the Services available through any of the BNI Sites 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.

27. AI Logging and Operational Use.

BNI may log and retain Inputs, Outputs, and related usage metrics from the AI Features to operate, secure, troubleshoot, and improve the Services.

28. AI Features; Inputs and Outputs—Ownership & Limited License.

Certain Services include AI-powered features (“AI Features”) that generate content (“Outputs”) from content you submit (“Inputs”). As between you and BNI, you retain your rights in Inputs and Outputs (subject to third-party rights). You grant BNI a non-exclusive, worldwide, royalty-free license to host, process, transmit, and display Inputs and Outputs solely to provide, secure, and support the Services.

29. AI Outputs—Informational Use Only.

Outputs are machine-generated and may be inaccurate, incomplete, or outdated. Outputs are provided for general informational purposes only; they are not professional, legal, medical, financial, or other advice, and are not official statements of BNI. You are responsible for reviewing and verifying Outputs before relying on them.

30. Copyright Infringement Report.

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 another delivery service to the following address:

BNI Global, LLC
Attn: General Counsel
3430 Toringdon Way
Suite 300
Charlotte, NC 28277

Please provide the following information:

- 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.
- 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.
- 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.
- 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.
- 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.
- 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 BNI Sites.

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 the allegedly infringing material is stored solely 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.

31. Copyright Infringement Counter-Notice.

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

DMCA [17 U.S.C. § 512 \(g\)](#) details certain steps you may wish to take. One of these is to give us a 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\(g\)](#).

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

BNI Global, LLC
Attn: General Counsel
3430 Toringdon Way
Suite 300
Charlotte, NC 28277

Please provide the following information:

- A signature of the alleged infringer (i.e., your signature).
- 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.
- 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 a mistake or misidentification of the material to be removed or disabled.
- 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, BNI Sites or network.

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

BNI Global, LLC
Attn: General Counsel
3430 Toringdon Way
Suite 300
Charlotte, NC 28277

32. Trademark Infringement Report.

To notify BNI of an alleged trademark violation, please follow the specific instructions below.

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.

- The trademark, service mark, trade dress, name, or other indicia of origin (“mark”) that is claimed to be infringed, including registration number.
- The jurisdiction or geographical area to which the mark applies.
- The name, post office address, and telephone number of the owner of the mark identified above.
- The goods and/or services covered by or offered under the mark identified above.
- The date of first use of the mark identified above.
- The date of first use in interstate commerce of the mark identified above.
- A description of the manner in which the Complaining Party believes its mark is being infringed upon.
- Sufficient evidence that the owner of the website that is claimed to be infringing is a BNI user/member.
- The precise location of the infringing mark, including electronic mail address, etc.
- A good faith certification, signed under penalty of perjury, stating:
 - The content of the website [identify website] infringes the rights of another party,
 - The name of such said party,
 - The mark [identify mark] being infringed, and
 - The use of the challenged mark is not authorized by the trademark owner, its agent, or the law.

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

BNI Global, LLC
Attn: General Counsel
3430 Toringdon Way
Suite 300
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 BNI Sites.

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 BNI Sites 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.

33. 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 a mistake or misidentification of the material to be removed or disabled, you may provide a Counter Notice by providing the following information to BNI:

- A signature of the alleged infringer (i.e., your signature).
- 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.
- 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 a mistake or misidentification of the material to be removed or disabled.
- 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.
- A statement that you consent to BNI contacting the complaining party and providing the information in your counter-notice to the complaining party for purposes of evaluating the dispute.

Upon receipt of a trademark counter-notice, BNI may review the submission and any related materials, may forward the counter-notice to the complaining party, and may request additional information from either party. BNI may, in its discretion and without assuming any obligation to do so, restore the challenged material, continue disabling access to the material, suspend or reinstate an account, or take any other action BNI determines appropriate under the circumstances.

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

BNI Global, LLC
Attn: General Counsel
3430 Toringdon Way
Suite 300
Charlotte, NC 28277

34. Other Terms Applicable to Use of the BNI Connect® Mobile App and BNI Connect® Website.

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

If you choose to join BNI as a member in a BNI chapter, you will be provided access to BNI Connect®, and you agree to pay all fees associated with the membership. Moreover, the BNI Connect® is 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 the specifications and prices of services offered on and off the BNI Sites, without incurring any obligation to you. All fees may be subject to taxes.

BNI may use third-party subscription billing and payment platforms to process membership fees, invoices, payments, refunds, and related billing communications. By submitting payment information, you authorize BNI and its billing providers to store your payment method information and process charges as described in these ToS and our Privacy Policy.

You may elect to maintain a stored payment method, or payment wallet, for membership fees and future purchases such as event registrations. You may update or remove stored payment methods (so long as one valid payment method remains) at any time through your account settings, except that removal of a payment method does not affect charges already submitted or amounts you already owe. You are responsible for providing true, accurate, current, and complete information when ordering services through the BNI Sites or otherwise. If you use any of 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 the information you provide before BNI accepts your order, and may cancel or limit your order at any time after it has been placed.

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 a 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.

BNI may process, store, or transmit cardholder data on behalf of customers who elect us to do so. When we process, store, or transmit cardholder data, we are committed to protecting the security of cardholder data in accordance with the Payment Card Industry Data Security Standard (PCI DSS). We have implemented and maintained the PCI DSS requirements and undergo regular assessments to validate our compliance. We also monitor and test our security systems and processes to ensure the ongoing protection of cardholder data.

All new memberships and all renewing memberships following a break in service require a minimum twelve (12) month subscription term, unless a shorter minimum term is required by applicable law in your place of residence.

Where applicable, unless you cancel, your membership will automatically renew at the end of each term, and you authorize BNI, through its billing provider, to charge your stored payment method the then-current membership fee, plus applicable taxes. Where applicable law does not permit renewal for a fixed twelve (12)- month term, your membership will instead continue after the initial term for the period permitted by law, and you may cancel as that law allows, including, where applicable, at any time on one (1) month's notice. The material automatic renewal terms, including the renewal term, fee, billing frequency, and cancellation method, are presented to you before you complete enrollment.

You may cancel at any time, effective at the end of your current paid term, using a cancellation method that is no more complex and requires no more steps than enrollment and, if you enrolled online, is available through the same online channel or another online cancellation method permitted by applicable law. For example, BNI may make available a clearly labeled cancellation option in your account settings. You may also contact your regional support team. Before each renewal charge, we will send you a renewal reminder that includes the renewal fee, the renewal date, and cancellation instructions, within the period as applicable law requires. Renewal fees are subject to change, and we will notify you of any fee increase before it applies to your renewal, with sufficient time to cancel before the increase takes effect.

Where required by applicable law, if you enrolled as a consumer online or otherwise through a distance contract, you may withdraw from your membership within fourteen (14) days of enrollment, or within such other period required by applicable law, and receive any refund required by law. If you ask us to begin providing services during this period, we may deduct a proportional amount for services provided before your withdrawal, as permitted by law. Nothing in these ToS limits any non-waivable renewal, notice, consent, withdrawal, refund, or cancellation right you have under the mandatory laws of your place of residence, and where those laws conflict with this Section, those laws control.

If you terminate your membership before the end of your current paid term, your access will continue through the end of that paid term, unless your membership is suspended or terminated for cause or was obtained through fraud. Your membership will not renew, and you will not be charged again after the end of that paid term. Membership fees are non-refundable except as required by applicable law or by any separate written refund policy that applies to you.

If you terminate your membership before the end of your current paid term and want it to take effect immediately, your membership access will end upon termination and BNI will issue you a membership credit for the prorated unused portion of your membership fee, excluding application fees, taxes, and other non-refundable charges, unless your membership was suspended or terminated for cause or was obtained through fraud. Credits are applied automatically against future membership invoices, are not redeemable for cash, and are non-transferable. Credits are valid for twenty-four (24) months from issuance or such longer period as applicable law requires. Credits applied toward a new membership must be combined with payment of any difference for a full minimum term.

Previously issued month-based Certificates of Credit, meaning credits issued under BNI's prior membership credit program, will be converted to monetary credits equal to the number of unused months multiplied by one-twelfth of the annual membership fee you paid, excluding application fees and taxes, calculated as of the date BNI converts Certificates of Credit to monetary credits. BNI will notify you of the applicable conversion date.

35. Changes to These Terms of Service

We may update these ToS from time to time. If we make material changes, we will provide reasonable notice by posting the updated ToS and updating the "Effective Date" above (and, where required, by email or in-product notice). Your continued access of any of the BNI Sites, Services or Content after the effective date of the changes constitutes acceptance of these terms.

If you have any questions about these ToS, please contact us at legal@bni.com.

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