

**Effective/Last Updated: May 25, 2018**

**BNI® UNIVERSITY  
TERMS OF SERVICE**

BNI Worldwide Development Ltd, for and on behalf of BNI Global, LLC, together with its related affiliates BNI Singapore Enterprises Pvt Ltd, BNI India Enterprises Pvt Ltd, BNI Franchising, LLC, BNI Connect Global, LLC, BNI Hong Kong Enterprises Pvt Ltd, BNI Lanka Enterprises Pvt Ltd, and BNI Enterprise Business Network (Guangzhou) Co Ltd (“**BNI**”, “**our**” or “**we**”) is making its BNI® University 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® University Website (collectively “**BNI Site**”). The BNI Site includes 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 Site or that link to these ToS (collectively, the “**Services**”), and any information, text, links, graphics, photos, videos, or other materials or arrangements of materials uploaded, downloaded or appearing on the Services (collectively referred to as “**Content**”). By using the BNI Site and Services you agree to be bound by these ToS. Since these ToS are evolving, expect frequent changes to them, and with such changes, your use, rights and privacy expectations may also change.

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

**1. Who May Use the Services.**

If the law in your jurisdiction allows you to enter into agreements with third parties, you agree to these ToS, and you are a member of BNI in good standing, then you can use the BNI Site 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 Site and Services. For those who are accepting these ToS and using the BNI Site and Services on behalf of a company, organization, government, or other legal entity, you represent and warrant that you are authorized to do so.

**2. Privacy.**

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

**3. Content on the Services.**

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

Like with any content published via the Internet, you must consider the source of the Content or materials before using or relying upon it. Your use of the Content and BNI Site 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 Site, Blogs or the BNI University Website. 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 Site or the Services.

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

- False, misleading or disparaging statements of any kind including but not limited to about BNI or its affiliated entities or any person or entity using the BNI Site 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 Site 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 Site 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 Site. 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 Site and Services, or endorse any opinions expressed via the BNI Site 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 Site 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 Site and Services to do the same. We reserve the right to remove Content alleged to be infringing without prior notice, at our sole discretion, and without liability to you. We will respond to notices of alleged copyright infringement that comply with applicable law and are properly provided to us, as summarized for you in our Digital Millennium Copyright Act (“DMCA”) [Copyright Infringement Report](#) and [Counter Notice](#) forms. Here you will find BNI’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 Site and Services. This may be your opinions, photos, videos, logos and any other thing that you can submit or post via the BNI Site and Services.

Please note that when you submit or post Content via the BNI Site 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 neither 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 terms. 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 Site 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 Site and Services, BNI and its third-party providers and partners may place advertising to you via the BNI Site 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 Site 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 Site 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 Site. You are responsible for safeguarding your BNI University 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 Site 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 Site 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 Site; and to the maximum extent permitted by applicable law. BNI shall provide maintenance and support services to the BNI Site. If you have any intellectual property or other claim in association with the BNI Site, please see BNI at [legal@bni.com](mailto: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 University 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 Site and you agree to pay all fees associated with the membership. Moreover, the BNI University Website 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 specifications and prices on services offered on and outside of the BNI Site without incurring any obligation to you. All fees may be subject to taxes.

You are responsible for providing true, accurate, current, and complete information when ordering services through the BNI Site or otherwise. If you use the BNI Site 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 Site may be subject to other terms and conditions that are presented to you at the time of purchase.

#### **B. No Automated Querying.**

You may not send automated queries of any sort to the BNI Site 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 Site and in connection with the Services such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations and software, is the property of BNI 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 Site. If you are a copyright owner and believe that any content on our Site infringes your copyrights, you may inform us by completing our [Copyright Infringement Report](#) form and mailing it to:

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

#### **J. Electronic Delivery of Notices.**

By using the BNI Site 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 Site is 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:** May 25, 2018

These ToS are an agreement between you and BNI Worldwide Development Ltd, 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](mailto:legal@bni.com).

©2018 BNI Global LLC. All rights reserved.

## Copyright Infringement Report

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

The Digital Millennium Copyright Act (“DMCA”), [17 U.S.C. § 512\(c\)](#), limits BNI’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:

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