

Board Advisor, LLC Terms and Conditions of Use

Please read these Terms and Conditions of Use (“TOU”) carefully. You must agree to these TOU before you are permitted to use any Board Advisor, LLC (“Board Advisor”) digital or downloadable resources, online course, one-on-one or group session, workshop, program, or training operated by Board Advisor (for any purpose), whether on a website hosted by Board Advisor or a third-party website such as an online course platform or facebook.com (collectively “the Program”).

If you do not agree with these TOU, you may not use the Program.

As used in these TOU, the term “Releasees” is defined to include the following: (i) Board Advisor, its affiliated companies, owners, principal(s), members, managers, directors, officers, past and present employees, agents, representatives, successors and assigns (collectively “the Company”); (ii) any Company volunteers; (iii) Beverly A. Behan, the Company President and author of the Program.

1. Participants

This Program is intended and only suitable for individuals aged 18 and above. Some of the content in this Program may not be appropriate for children. Company hereby disclaims all liability for use by individuals under the age of 18.

The Company reserves the right to offer additional program elements from time to time, for any subgroup of participants. These additional program elements are a bonus, not a part of the services included in the base version of the Program. The selection of the participants who may participate in any additional program elements is at the sole discretion of the Company.

2. Payment and Refunds

If paying by debit card or credit card, you give us permission to automatically charge your credit or debit card for all fees and charges due and payable to the Company, without any additional authorization, for which you will receive an electronic receipt. You also agree that the Company is authorized to share any payment information and instructions required to complete the payment transactions with its third-party payment service providers (e.g., credit card transaction processing, merchant settlement, and related services).

If payment is not received when due, the Company reserves the right to terminate your access to the Program and all Content immediately and permanently. If you fail to make any payment in a timely manner or voluntarily withdraw from the Program at any time or for any reason, you will remain fully responsible for the full cost of the Program and all payments in any payment plan you have chosen. The Company reserves the right to charge a late fee on all balances more than 30 days overdue. You agree to reimburse the Company for all collection and/or legal fees and expenses necessitated by lateness or default in payment.

3. Refunds

Your satisfaction with the Program is important to us. However, because of the extensive time, effort, preparation and care that goes into creating and providing the Program we have a no refund policy. Unless otherwise provided by law, you acknowledge that we do not offer refunds for any portion of your payment for any of our Program and no refunds will be provided to you at any time. By using and/or purchasing our Program, you understand and agree that all sales are final and no refunds will be provided.

Company reserves the right, in its sole discretion, to determine how to discipline a participant who violates these Terms. Therefore, if a participant disagrees with how the Company disciplines another member and requests a refund, the Company will deny such request.

Furthermore, if a participant violates these Terms, the Company reserves the right, in its sole discretion, to offer the participant another opportunity to abide by these Terms. If a participant disagrees with the Company offering another participant a second opportunity to follow these terms, no grounds for a participant to receive a refund would be created, and any request for a refund on this basis shall be denied.

If, in the Company's sole right and discretion, you persist with behaviors or actions that violate these Terms, the Company may terminate your access and participation in the Program without notice and without refund.

Since we have a clear and explicit Refund Policy in these TOU that you have agreed to prior to completing the purchase of the Program, we do not tolerate or accept any type of chargeback threat or actual chargeback from your credit card company or payment processor. If a chargeback is placed on a purchase or we receive a chargeback threat during or after your purchase, we reserve the right to report the incident to all three credit reporting agencies or to any other entity for inclusion in any chargeback database or for listing as a delinquent account, which could have a negative impact on your credit report score. The information reported will include your name, email address, order date, order amount, and billing address. Chargeback abusers wishing to be removed from the database shall make the payment for the amount of the chargeback.

4. Intellectual Property Rights

a. Ownership of the Content

The words, videos, voice and sound recordings, training materials, design, layout, graphics, photos, images, information, materials, documents, data, databases and all other information and intellectual property accessible on or through the Company website, any third-party website the Company may use to distribute or host the Program, and contained in e-mails sent to you by the Company, as well as the look and feel of all of the foregoing ("**the Content**") is property of the Company and/or our affiliates or licensors, unless otherwise noted, and it is protected by copyright, trademark, and other intellectual property laws.

b. The Company's Limited License to You:

If you view, purchase or access any Program or any of the Content, you will be considered our Licensee. For the avoidance of doubt, you are granted a revocable, non-transferable license for personal, non-commercial use only, limited to you only.

This means you may view, download, print, email and use one copy of individual pages of the Program and Content for your own personal purposes or your own business only.

You may not republish, reproduce, duplicate, copy, sell, display, disclose, distribute to friends, family, or any other third party, or otherwise use any material from the Program or Content for commercial purposes or in any way that earns you or any third party money (other than by applying them generally in your own business). By downloading, printing, or otherwise using the Program or Content for personal use you in no way assume any ownership rights of the Content – it is still Company property. Any unauthorized use of any materials found in the Program or Content shall constitute infringement.

You must receive our written permission before using any of the Program or Content for your own commercial use or before sharing with others.

The trademarks and logos displayed on the Program or Content are trademarks belonging to the Company, unless otherwise indicated. Any use including framing, metatags or other text utilizing these trademarks, or other trademarks displayed, is strictly prohibited without our written permission.

All rights not expressly granted in these terms or any express written license, are reserved by us.

c. Unauthorized Use

Your use of any materials found in the Program or Content other than that expressly authorized in this agreement or by a separate written assignment, is not permitted (“Unauthorized Use”). You agree to pay liquidated damages of five (5) times the total fees paid for the Program in the event of your Unauthorized Use, or a minimum of \$5,000 if you did not pay fees for the Program, in addition to any legal or equitable remedies the Company may be entitled to pursue. This is not a penalty but an agreed liquidated damages charge for the Unauthorized Use.

You agree that any violation or threatened violation of the Intellectual Property Rights terms in this Agreement would cause irreparable injury to Us that may not be adequately compensated by damages, entitling Us to obtain injunctive relief, without bond, in addition to all legal remedies.

d. Request for Permission to Use the Content

If you wish to use any of the Content, or any other intellectual property or property belonging to us, you should request permission in writing BEFORE you use the Content by sending an e-mail to Beverly Behan, the President of the Company at Beverly.behan@boardadvisor.net.

If you are granted permission by the Company, you agree to use the specific Content that the Company allows and only in the ways for which the Company has given you its written permission. If you choose to use the Content in ways that the Company does not specifically give you written permission, you agree now that you will be treated as if you had copied, duplicated and/or stolen such Content from us, and you consent to immediately stop using such Content and

to take whatever actions as we may request and by the methods and in the time frame that we prescribe to protect our intellectual property and ownership rights in the Program and Content.

5. Your Conduct in the Program; Confidentiality

You are strictly forbidden from the following:

- Causing damage to any Company website or third-party forums operated by the Company
- Using any Company website or third-party forums operated by the Company for any unlawful, illegal, fraudulent or harmful purpose or activity
- Using any Company website or third-party forums operated by the Company to copy, store, host, transmit, send, use, publish or distribute any spyware, virus, worm, Trojan horse, keystroke logger or other malicious software
- Using any Company website or third-party forums operated by the Company to transmit, send or deliver unsolicited communications or for other marketing or advertising purposes
- Systematically or automatically collecting data from any Company website or third-party forums operated by the Company
- Sharing private and proprietary information from the Program with anyone else

6. Username and Password

To access certain features of the Program, you may need a username and password. You agree to keep your username and password confidential. During the registration process for any service or product, you agree to provide true, accurate, current and complete information about yourself. If the Company has reasonable grounds to suspect that you have provided false information, shared your username and password with anyone else, or forwarded any non-public material from the Program to any other person, the Company has the right to suspend or terminate your account and refuse any and all current or future use of the Program or any Content, in whole or part, without refund. Any personally identifiable information you provide as part of the registration process is governed by the terms of the Company's website Privacy Policy.

7. Termination

The Company reserves the right in its sole discretion to refuse or terminate your access to the Program and Content, in full or in part, at any time without notice. In the event of cancellation or termination, you are no longer authorized to access the part of the Program or Content affected by such cancellation or termination. The restrictions imposed on you in these TOU with respect to the Program and its Content will still apply now and in the future, even after termination by you or the Company.

8. Personal Responsibility, Assumption of Risk, Release, Disclaimers

- a. You acknowledge that, by engaging with the Company for the Program, you voluntarily assume an element of inherent risk, and knowingly and freely assume all risk and responsibility for damages to any property, persons or entities and release, covenant not to sue, and hold Releasees harmless for any and all liability to you, your personal representatives, assigns, heirs and next of kin, any entity or organization by whom you are employed or on whose board you serve, any and all of your fellow board members, and any officer or employee of the organization or entity on whose board you serve or by which you are employed for any and all claims, causes of action, obligations, lawsuits, charges, complaints, controversies, damages, costs or expenses of whatsoever kind, nature, or description, whether direct or indirect, in law or in equity, in contract or in tort, or otherwise, whether known or unknown, arising out of or connected with your participation in the Program, whether or not caused by the active or passive negligence of the Releasees.

In the event that the release and hold harmless provision is held unenforceable for any reason, you agree to limit any damages claimed to the total paid to the Company for the Program.

- b. The Program and Content provide information and education only, and do not provide any financial, legal, regulatory compliance or other professional advice. The Program and Content is not intended to be a substitute for professional advice. You are responsible for your own decisions, choices, actions and results. You should consult with a professional if you have specific questions about your own unique situation. The Company disclaims any liability for your reliance on any opinions or advice contained in the Program.
- c. **Results Disclaimer.** You agree that Company has not made and does not make any representations about the results you may receive as a result of your participation in the Program. The Company cannot and does not guarantee that you will achieve any particular result from your use of the Program, and you understand that results differ for each individual, for each board of directors and for each organization.
- d. Any links to third-party products, services, or sites are subject to separate terms and conditions. The Company is not responsible for or liable for any content on or actions taken by such third-party company or website. Although the Company may recommend third-party sites, products or services, it is your responsibility to fully research such third parties before entering into any transaction or relationship with them.
- e. The Company tries to ensure that the availability and delivery of the Program and Content is uninterrupted and error-free. However, the Company cannot guarantee that your access will not be suspended or restricted from time to time, including to allow for repairs, maintenance or updates, although, of course, we will try to limit

the frequency and duration of suspension or restriction.

- f. THE INFORMATION, PRODUCTS AND SERVICES OFFERED ON OR THROUGH THE PROGRAM AND CONTENT ARE PROVIDED “AS IS” AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, THE COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY DOES NOT WARRANT THAT THE PROGRAM OR ANY OF ITS FUNCTIONS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT ANY PART OF THE WEBSITE, INCLUDING MEMBERSHIP PAGES, OR THE SERVERS THAT MAKE IT AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.
- g. THE COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE PROGRAM, INCLUDING ITS MATERIALS, PRODUCTS OR SERVICES, OR THIRD-PARTY MATERIALS, PRODUCTS OR SERVICES MADE AVAILABLE THROUGH THE PROGRAM.

9. Security

Security for all personally identifiable information is extremely important to us. Unfortunately, no data transmission over the internet can be guaranteed to be 100% secure. As a result, while we strive to protect your personal information, The Company cannot ensure or warrant the security of any information you transmit via the internet. By transmitting any such information to the Company, you accept that you do so at your own risk.

10. Legal Disputes

These TOU shall be governed by and construed in accordance with the laws of the State of New York without giving effect to its conflict of laws principles. The state and federal court nearest New York, New York shall have exclusive jurisdiction over any case or controversy arising from or relating to the Program or Content, including but not limited to the Company’s Privacy Policy or these TOU. By using the Program or Content, you hereby submit to the exclusive jurisdiction and venue of these courts and consent irrevocably to personal jurisdiction in such courts and waive any defense of forum non conveniens. The prevailing party in any dispute between the parties arising out of or related to these TOU, whether resolved by negotiation, mediation, or litigation, shall be entitled to recover its attorneys’ fees and costs from the other party.

11. Users Outside United States

The Company controls and operates the Program from offices in the United States. The Company does not represent that materials on the Program are appropriate or available for use in

other locations. People who choose to access the Program from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

12. Indemnification

You agree to defend, indemnify, release, and hold harmless the Company and any directors, principals, officers, agents, contractors, partners, assigns, successors-in-interest and its and their employees from and against any and all claims, damages, obligations, losses, liabilities, costs, debt and expenses (including but not limited to attorney's fees) arising from or in connection with: (i) your use of the Program or Content in violation of these TOU, (ii) any breach by you of these TOU or any representation and warranty made by you herein, (iii) any comment, post, or material you submit to the Company's website or any third-party forum or website operated by the Company, (iv) your use of materials or features available on the Program or Content (except to the extent a claim is based upon infringement of a third-party right by materials created by the Company) or (v) a violation by you of applicable law or any agreement or terms with a third party to which you are subject.

13. Force Majeure

The Company shall not be deemed in breach of this Agreement if Company is unable to provide all of the Program or any portion thereof by reason of fire, earthquake, labor dispute, act of God or public enemy, epidemic, pandemic, death, illness or incapacity of the Company or any local, state, federal, national or international law, governmental order or regulation or any other event beyond Company's control (collectively, "Force Majeure Event"). Upon occurrence of any Force Majeure Event, the Company shall give notice to you of its inability to perform or of delay in completing the Program and shall propose revisions to the schedule for completion of the Program or other accommodations, or may terminate this Agreement.

14. General Provisions.

This Agreement may only be modified by agreement of both parties in writing. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will remain in full force and the invalid or unenforceable provision will be replaced by a valid or enforceable provision.

This is the entire agreement of the parties, and reflects a complete understanding of the parties with respect to the subject matter. This agreement supersedes all prior written and oral representations.

Updated on April 12, 2021