

# TERMS AND CONDITIONS

Agreement between User and boardsi, Inc.

Welcome to <https://boardsi.com/>. The <https://boardsi.com/> website (the "Site") is comprised of various web pages operated by boardsi. <https://boardsi.com/> is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of <https://boardsi.com/> constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

The services include providing a platform to pursue board and advisory opportunities (the "Services").

## Electronic and Other Communications

Visiting <https://boardsi.com/> or sending emails to boardsi constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

Client further authorizes and consents to boardsi and its agents, representatives, affiliates, marketing associates and/or outside service providers to communicate with you by telephone, cellular phone, email or text message, including using robocall and/or autodialer technology. Your agreement to the above terms is not a condition for the purchase of the Services and you may withdraw your authorization and consent at any time by sending an email to [customer.service@boardsi.com](mailto:customer.service@boardsi.com). This also confirms that you authorize and consent to the above persons and entities monitoring and/or recording any of your telephone, cellular phone or other communications with such persons and entities. This also confirms that, in the course of providing the services on your behalf, private information about you may be transmitted over the Internet and that you accept the risk that such data may be accessed by someone other than the intended recipient. You further agree that boardsi shall not be liable for any damages incurred as a result of any interception by a third party of an e-mail transmission sent by boardsi pursuant to this authorization. This authorization may be revoked by you at any time, but it shall remain in effect until 20 days after boardsi is notified by you in writing that this authorization has been revoked.

## Your Account

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that boardsi is not responsible for third party access to your account that results from theft or misappropriation of your account. boardsi and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

## Cost of Our Services and Cancellation/Refund Policies

Your initial charge will be the \$200 nonrefundable set up fee and your first month's membership of \$195, for a total of \$395. Your \$195 monthly membership will renew on the same date of enrollment each month going forward. You may cancel your membership at any time by e-mailing

customer.service@boardsi.com at least three (3) business days prior to the next membership payment date. No refunds will be issued for the month in which the cancellation occurs or any previous month.

### No Guarantees of Success

While the Services provide a platform to pursue board and advisory opportunities, boardsi makes no guarantees, express or implied, that you will secure a board or advisory opportunity through the Services, regarding how long it might take to secure such an opportunity or as to the ultimate success of any engagement that you may enter into as a result of your use of the Services.

### Help Us Help You

Your involvement and assistance in applying for opportunities is critical to your potential success. This includes providing us with all relevant information about your background and prior experience during your onboarding call and responding to our requests for additional information specific to particular opportunities as well as your availability for potential interviews. Without your help during this process, the chances of success are remote.

### Direct Communications With Companies

As a member, you will be provided with access to view and apply for the opportunities displayed on the platform. boardsi has been hired to work with the companies listed on the platform. Direct communication with these companies is not allowed since we are in the contract and working with them directly. All boardsi members are to work with boardsi directly to apply to any opportunity.

### No Unlawful or Prohibited Use/Intellectual Property

You are granted a non-exclusive, non-transferable, revocable license to access and use <https://boardsi.com/> strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to boardsi that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site. All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of boardsi or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. boardsi content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of boardsi and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of boardsi or our licensors except as expressly authorized by these Terms.

### Use of Communication Services

The Site may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to

enable you to communicate with the public at large or with a group (collectively, "Communication Services"). You agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using a Communication Service, you will not: defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information; upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents; upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer; advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages; conduct or forward surveys, contests, pyramid schemes or chain letters; download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner; falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded; restrict or inhibit any other user from using and enjoying the Communication Services; violate any code of conduct or other guidelines which may be applicable for any particular Communication Service; harvest or otherwise collect information about others, including e-mail addresses, without their consent; violate any applicable laws or regulations.

boardsi has no obligation to monitor the Communication Services. However, boardsi reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. boardsi reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever. boardsi reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in boardsi's sole discretion. Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. boardsi does not control or endorse the content, messages or information found in any Communication Service and, therefore, boardsi specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorized boardsi spokespersons, and their views do not necessarily reflect those of boardsi. Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you upload the materials.

#### **Materials Provided to <https://boardsi.com/> or Posted on Any boardsi Web Page**

boardsi does not claim ownership of the materials you provide to <https://boardsi.com/> (including feedback and suggestions) or post, upload, input or submit to any boardsi Site or our associated services (collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting your Submission you are granting boardsi, our affiliated companies and necessary sublicensees permission to use your Submission in connection with the operation of their Internet businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; and to publish your name in connection with your Submission.

boardsi may also use public information to better assist with building your profile and may share this information with potential organizations. Information used can be but not limited to, social media

sites like LinkedIn, bios that may be public or submitted, videos, pictures etc.

No compensation will be paid with respect to the use of your Submission, as provided herein. boardsi is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in boardsi's sole discretion. By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

## International Users

The Service is controlled, operated and administered by boardsi from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the boardsi Content accessed through <https://boardsi.com/> in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

## Indemnification

You agree to indemnify, defend and hold harmless boardsi, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. boardsi reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with boardsi in asserting any available defenses.

## Arbitration

In the event the parties are not able to resolve any dispute between them arising out of or concerning boardsi's Services, your boardsi Agreement and these Terms and Conditions, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief (collectively, a "Dispute"), the parties agree to arbitrate such Dispute only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service if mutually agreed upon by the parties, in a location to be mutually agreed upon by the parties. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. The prevailing party in any such Dispute shall be entitled to recover its costs and reasonable attorney's fees. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire Dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of any agreement between the parties, including these Terms and Conditions.

## Class Action Waiver

Any arbitration of a Dispute shall take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, the arbitrator shall not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class

proceeding. This provision shall survive the termination of any agreement between the parties, including these Terms and Conditions.

### Liability Disclaimer

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. boardsi AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME. boardsi AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. boardsi AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL boardsi AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF boardsi OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

### Termination/Access Restriction

boardsi reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of California and you hereby consent to the exclusive jurisdiction and venue of courts in California in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and boardsi as a result of this agreement or use of the Site. boardsi's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of boardsi's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by boardsi with respect to such use. If any part of this agreement is determined to be invalid or unenforceable

pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and boardsi with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and boardsi with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

### Changes to Terms

boardsi reserves the right, in its sole discretion, to change the Terms under which <https://boardsi.com/> is offered. The most current version of the Terms will supersede all previous versions. boardsi encourages you to periodically review the Terms to stay informed of our updates.

### Contact Us

boardsi welcomes your questions or comments regarding these Terms and Conditions:

boardsi

9121 W. Russell Road Suite 116

Las Vegas, NV 89148

Email Address:

[info@boardsi.com](mailto:info@boardsi.com)

Email Address: [info@boardsi.com](mailto:info@boardsi.com)

Telephone number: (916) 750-2537

boardsi  
9121 W. Russell Road Suite 116  
Las Vegas, NV 89148

## **boardsi Access Agreement**

### **PLEASE CONFIRM BELOW YOUR AGREEMENT TO THE FOLLOWING TERMS:**

boardsi membership costs \$200.00 for initial setup and board documentation and \$195.00 per month. **You will be charged \$395.00 on your initial enrollment and then \$195.00 each month after that on your monthly payment date until the service is canceled.** Our nonrefundable fees cover the availability of the Board Doc, access to our platform and custom outreach to assist you.

**You can cancel or pause the service at any time and we will immediately stop any further monthly charges from that point forward. Just call or email us at [customer.service@boardsi.com](mailto:customer.service@boardsi.com) at least 3 business days before your next payment date.** You will continue to have access to the boardsi platform until the next payment date when the service will stop.

### **Important Information:**

- boardsi is not a placement firm. boardsi provides an opportunity-based platform and support. Which utilizes technology with a human touch.
- Just like dating websites, there are no guarantees that you will find the right opportunity or within any specified timeframe.
- Good communication on your part will help us in our efforts to help you succeed. When we send your questions from a business owner or ask you for your availability for an interview, your prompt reply is necessary for success.

**You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right in the [Terms and Conditions](#).**

Initial Amount to Charge: \$395.00 (USD)

After that, \$195 per month will be charged each month on the day I signed up of each subsequent month until the service is canceled.

I authorize boardsi.com to charge the amounts listed above to the credit card provided herein. I agree to pay for this purchase in accordance with the issuing bank cardholder agreement.

I have received, reviewed and agree to the above terms, the [Terms and Conditions](#), and the [Privacy Policy](#).