



TERMS AND CONDITIONS

The TERMS AND CONDITIONS, hereinafter referred to as the "Agreement" is entered into and made effective by and between the following parties:

Business Ladies of Society ("Organization"), a limited liability company (LLC), organized under the laws of the state of Washington, having its principal place of business at the following address:

PO Box 595

Lake Stevens, WA 98258

Website Address: www.bloswa.com

Email: contact@bloswa.com

and

all current and future members of the "Community" ("Community Member/Community Membership").

Organization and Community Member may be referred to individually as "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Organization is designed for the following purpose, elaborated on more fully below: Organize, manage, and maintain a community of women for the purpose of business, networking, and educational activities.

WHEREAS, Community Member would like to join Organization and acknowledges and agrees to be bound by the terms and conditions listed herein;

NOW, therefore, in consideration of the promises and covenants contained herein, as well as other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties do agree as follows:

Article 1 – COMMUNITY MEMBERSHIP:

This agreement forms a legally binding agreement between Community Member and Organization and governs the Community Member's access and use of the Organization's services (the "Community Membership Services"). This Agreement also covers the Organization's provisions of services (the "Community Membership Services"). Hereinafter, "you" and other third-person proxies and/or representatives taking place of the paid Community Member. While Community Membership is non-transferrable, Community Members may send a proxy in their place at Organization sponsored events.

BY ACCESSING OR USING ANY OF THE COMMUNITY MEMBERSHIP SERVICES, YOU AGREE TO BE BOUND AND ABIDE BY THIS AGREEMENT AND ANY AMENDMENTS THERETO. READ THIS AGREEMENT CAREFULLY BEFORE USING ANY OF THE COMMUNITY MEMBERSHIP SERVICES, ESPECIALLY SINCE THE AGREEMENT MAY AFFECT YOUR LEGAL RIGHTS, SUCH AS REQUIRING BINDING INDIVIDUAL ARBITRATION, AND LIMITING YOUR RIGHT TO BRING A LAWSUIT OR CLASS ACTION. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE IMMEDIATELY CEASE USE OF ANY OF THE COMMUNITY MEMBERSHIP SERVICES.

Article 2 – COMMUNITY MEMBERSHIP SERVICES:

The Community Membership Services provided by Organization are as follows:

Onyx Membership

\$149 Annual Payment OR \$20 Monthly Payment

- Official BLOS name tag
- Access to Members Only FB Group Page [a public one still will be available, but very limited on info and collaboration]
- Access to Members Only Directory

- Published in directory with name, business and website listed
- Ability to do 1 posts/ month about business in Fb group
- Special Member Login for website
- Member price at events and classes [\$5 discount] **

Emerald Membership

\$549 Annual Payment OR \$55 Monthly Payment

- Official BLOS nametag
- Access to Members Only FB Group Page [a public one still will be available, but very limited on info and collaboration]
- Access to Members Only Directory
- Special Member Login for website
- Member price at events and classes [\$10 discount] **
- Published in directory with headshots, short bio, contact, social media links
- Ability to do 2 posts/ month about business in FB group
- Ability to sponsor 1 Happy Hour, lunch or Power Hour, 1 per year. [Endorsed by BLOS]

Gold Ambassadorship

\$899 Annual Payment OR \$80 Monthly Payment

- Official BLOS nametag
- Access to Members Only FB Group Page [a public one still will be available, but very limited on info and collaboration]
- Access to Members Only Directory
- Special Member Login for website
- Published in directory with headshots, short bio, contact, social media links
- Ability to do 2 posts/ month about business in FB group
- Ability to be featured on BLOS website and social media
- Ability to host/co-host event or classes. 1 per year. [Endorsed by BLOS] Member can choose to host events or classes or Happy Hour, Lunch or Power Hour as outlined in Emerald Membership
- Booth set up at vendor involved events
- Full registration of events and classes [Registration cost covered] **
- Monthly breakfast/brunch with BLOS leadership
- BLOS leadership representative at your business special events [i.e.. grand openings, anniversary open house, etc.].
- Meet and greet with events' key note speakers and other special guests
- Listed as a sponsor at events

**Does not include registration fees for Annual Conference and in the event of a retreat.

- Gold Ambassadorship subject to discounts at time of registration.

**Military discount on all membership at 5%

The Community Membership Services will specifically include the ability and responsibility of the Organization to deal with all requisite third parties.

Article 3 – FEES:

Community Member will be responsible for the payment of fees ("Fees") to the Organization as follows:

Annual or monthly basis

Payment Schedule is as follows:

- 1) Annual Membership Fee will be charged 365 days from the initial payment, and 365 days thereafter each year until membership is dissolved and cancellation is submitted in writing.
- 2) Monthly Membership Fee will be taken out on the 1st day of the month, for the duration of 12 consecutive months thereafter.

Fees may be paid via the following methods:

Credit Card (Fees will be processed via Organization's website)

If Fees are not paid when due, the following late charge will be applicable:

10% of membership cost if not paid within 14 business days of automatic renewal.

No refunds will be given unless Community Member is within 14 business days of initial purchase or auto renewal.

Article 4 – NO GUARANTEE OF PERFORMANCE:

The parties hereto acknowledge and agree that the Organization makes no promises, representations, warranties or guarantees the results or effectiveness of any of the Services to be performed by the Organization. The Organization will perform the outlined services to the best of their ability and in good faith. Additionally, the Organization shall conduct their operations and provide their services in a professional manner and in accordance with good industry practice and all federal, state and local laws. Organization will use its best efforts and does not promise or guarantee results.

Article 5 – TERMINATION:

This Community Membership Agreement shall continue until terminated by either Party.

In order for Community Member to cancel, a written notice must be provided to Organization, the following number of days before the next billing cycle:
14

This Agreement may also be immediately terminated in the event that there is a breach of the terms of this Agreement by either Party. This Agreement will also immediately terminate upon the death of the Community Member, the inability of the Community Member to pay the Fees required, the liquidation, dissolution or discontinuance of the Organization by the Organization in any manner, or the filing of any petition by or against the Organization under federal or state bankruptcy or insolvency laws.

Article 6 – LIMITED LICENSE:

Community Member acknowledges and agrees that the Organization's name, services, and any logos, designs, text, graphics, software, content, files, materials, and any other intellectual property rights contained therein, including without limitation, any copyrights, patents, trademarks, proprietary or other rights arising thereof, are owned by the Organization or its affiliates, licensors, or suppliers.

Community Member acknowledges and agrees that the source and object code of certain Community Membership Services and the format, directories, queries, algorithms, structure, and organization of the same are the intellectual property, proprietary, and confidential information of Organization and its affiliates, licensors, and suppliers.

Community Member expressly agrees not to do anything inconsistent with Organization's ownership of all of the intellectual property discussed herein. Community Member further agrees that there are no rights, title, or interest in or to any Community Membership Services, except as stated in this Agreement. In addition, except as expressly set forth in this Agreement, Community Member is not conveyed any right or license by implication, estoppel, or otherwise in or under any patent, trademark, copyright, or other proprietary rights of Organization or any third party.

For any Community Membership Services which enable you to use software, content, equipment, or other physical or non-physical material owned or licensed by us, we grant you a limited, revocable, no-exclusive, non-sublicensable, non-transferable license to access and use the special Membership Services, and any related software, content, equipment or other material FOR YOUR PERSONAL, NON-COMMERICAL USE ONLY.

Article 7 – RESTRICTIONS:

You are prohibited from, and expressly agree that you will not:

- (i) circumvent or disable any content protection system or digital rights management technology used with any Community Membership Services;
- (ii) decompile, reverse engineer, disassemble or otherwise reduce any Community Membership Services to a human-readable form;
- (iii) remove identification, copyright, or other proprietary notices in or on the Community Membership Services;
- (iv) access or use any Community Membership Services in an unlawful or unauthorized manner, or in a manner that suggests an association with our content, products, services or brands, unless you have an executed agreement with us that allows for such activity;
- (v) use, alter, copy, modify, store, sell, reproduce, distribute, republish, download, publicly perform, display, post, transmit, create derivative works of, or exploit any Community Membership Services or any part thereof, except as expressly authorized in this Agreement or as part of the Community Membership Services provided to you;
- (vi) introduce a virus or other harmful component, or otherwise tamper with, impair, or damage any Community Membership Services or connected network, or interfere with any person or entity's use or enjoyment of any of the Community Membership Services;
- (vii) access, monitor, or copy any element of the Community Membership Services using a robot, spider, scraper or other automated means or manual process without our express written permission; or

(viii) sell, resell, or make commercial use of the Community Membership Services, unless you have an executed agreement with us that expressly allows for such activity.

Article 8 - THIRD PARTY SERVICES:

Certain Community Memberships Services may integrate, be integrated into, or be provided in connection with third-party websites, services, content, and/or materials ("Third-Party Services"). We do not control any Third-Party Services. We additionally make no claim or representation regarding the third-party services and accept no responsibility for, the quality, content, nature, or reliability of Third-Party Services accessible from our websites, application, software or any other element of the Community Membership Services. There is no implied affiliation, endorsement, or adoption by the Organization of these Third-Party Services and we shall not be responsible for any content provided on or through these Third-Party Services. You should read the terms of use and legal agreements that apply to these Third-Party Services.

Article 9 – COMMUNITY MEMBER CONSENTS:

Community Member agrees to hold the Organization, its owners, affiliates, and representatives, harmless from any damage, whether tangible or intangible, that may happen to Community Member while participating in the Community Membership Services.

Community Member agrees that the Organization offers its membership program with no guarantee of results of any kind. Community Member agrees that any results that occur during their membership, whether positive or negative, are the effects of Community Member's own personal choices.

Community Member agrees and verifies that all of the information they have given the Organization and its representatives is accurate, up to date, and without the omission of any requested information.

Community Member agrees and verifies that even if they have omitted any necessary personal information, whether knowingly or unknowingly, they will hold the Organization harmless against all liability for any damages that may occur to Member or others because of Member's actions or inactions. Member agrees to notify the Organization Membership Group of any changes or upcoming changes concerning their personal information.

Article 10 – PRIVACY POLICY:

The Organization values its users' privacy. This Privacy Policy ("Policy") outlines how Organization will or will not use personal information from Community Members who use Community services. The Policy has been designed and created to ensure that Parties understand Organization's commitment and realization of its obligation not only to meet, but to exceed, most existing privacy standards.

Organization reserves the right to make changes to the Policy at any given time.

This Policy applies to all Community Members, and it governs any and all data collection and usage by Organization. Through the use of the Organization's website, you are therefore consenting to the data collection procedures expressed in this Policy.

Please note that this Policy does not govern the collection and use of information by companies that Organization does not control, nor by individuals not employed or managed by Organization. If you visit a website provided by Organization, be sure to review its privacy policy before providing the site with information. It is highly recommended and suggested that Community Member review the privacy policies and statements of any website chosen to use or frequent to better understand the way in which websites garner, make use of and share the information collected.

Use of information collected: Organization may collect and may make use of personal information to assist in the operation of website and to ensure delivery of the services Community Member requests. Organization may find it necessary to use personally identifiable information as a mean to keep Community Member informed of other possible products and/or services.

Organization may also be in contact with Community Member with regards to completing surveys and/or research questionnaires related to Community Member's current or potential future services that may be offered.

Disclosure of Information:

Organization may not use or disclose the information provided by Community Member except under the following circumstances:

- *as necessary to provide services or products Community Member has requested;
- *in other ways described in this Policy or to which Community Member has otherwise consented;
- *in the aggregate with other information in such a way so the Community Member's identity cannot reasonably be determined;
- *as required by law, or in response to a subpoena or search warrant;
- *to outside auditors who have agreed to keep the information confidential;
- *as necessary to enforce the Terms of Service;
- *as necessary to maintain, safeguard and preserve all the rights and property of Organization;
- *as necessary to maintain, safeguard and preserve all the rights and property of Community Members;
- *any information provided and consented by Community Member for the purpose of Community Directory.

Non-Marketing Purposes

Organization greatly respects Community Member's privacy. Organization will not share confidential information of Community Member with outside marketing firms, unless it is within the rights of Community Membership and is with the intention to further Community Member's business practices.

Security:

Organization and its affiliate website host (Wix) takes precaution to protect Community Member's information. When Community Member submits sensitive information via the website or to Organization's managers, Community Member is protected both online and offline. Wherever Organization has collected sensitive information (e.g. credit card information), that information is encrypted and transmitted to Organization in a secure way. Community Member can verify this by looking for a lock icon in the address bar and looking for "https" at the beginning of the address of the webpage.

While Organization does use encryption to protect sensitive information transmitted online, Organization also protects Community Member information offline. Only employees who need information to perform a specific job (for example, billing or customer service) are granted access to personally identifiable information. All information is stored in a secure environment. This is all done to prevent any loss, misuse, unauthorized access, disclosure or modification of the user's personal information under Organization's control.

Article 11 - ASSUMPTION OF RISK:

Community Member agrees and understands that their participation in the Community Membership Services may involve risks. These risks may lead to tangible or intangible harm, and Community Member agrees that these risks may result not only from their own actions but also from the actions of others. With the knowledge and understanding of these risks, Community Member chooses, of their own will and volition, to continue participating in the Community Membership Services.

Article 12 - REPRESENTATION:

Community Member agrees that they are over 18 (eighteen) years of age and may legally consent to and enter into this Agreement.

Article 13 - ENTIRE AGREEMENT:

This Agreement constitutes the entire understanding between the Community Member and the Organization with respect to any and all use of the activities and facilities. This Agreement supersedes and replaces all prior or contemporaneous agreements or understandings, written or oral, regarding the Parties' relationship.

Article 14 - COUNTERPARTS:

This Agreement may be executed in counterparts, all of which shall constitute a single agreement. The Agreement shall be effective as of the date set forth above.

Article 15 - SURVIVAL:

Any provision of this Agreement which by its terms imposes continuing obligations on either of the parties shall survive termination of this Agreement.

Article 16 - SEVERABILITY:

If any part or subpart of this Agreement is held invalid or unenforceable by a court of law or competent arbitrator, the remaining parts and sub-parts will be enforced to the maximum extent possible. In such condition, the remainder of this Agreement shall continue in full force.

Article 17 - DISPUTE RESOLUTION:

In case of a dispute between the Parties relating to or arising out of this Agreement, the Parties shall first attempt to resolve the dispute personally and in good faith. If these personal resolution attempts fail, the Parties shall then submit the dispute to binding arbitration. The arbitration shall be conducted in the county and state noted in the GOVERNING LAW provision of this Agreement. The arbitration shall be conducted by a single arbitrator, and such arbitrator shall have no authority to add Parties, vary the provisions of this Agreement, award punitive damages, or certify a class. The arbitrator shall be bound by applicable and governing federal law as well as the law of Washington. Each Party shall pay their own costs and fees. Claims necessitating arbitration under this section include, but are not limited to: contract claims, tort claims, claims based on federal and state law, and claims based on local laws, ordinances, statutes or regulations. Intellectual property claims by the Organization will not be subject to arbitration and may, as an exception to this sub-part, be litigated. The Parties, in agreement with this sub-part of this Agreement, waive any rights they may have to a jury trial in regard to arbitral claims.

Article 18 - GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the internal laws of Washington without giving effect to any choice or conflict of law provision or rule. Each Party irrevocably submits to the exclusive jurisdiction and venue of the federal and state courts located in the following county: Snohomish.

Article 19 - NOTICES:

All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the first page of this Agreement. All notices shall be delivered by email or at the address which the parties may designate to each other, personal delivery, nationally recognized overnight courier (with all fees prepaid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only if (a) the receiving Party has received the Notice and (b) the Party giving the Notice has complied with the requirements of this Section.

Article 20 - HEADINGS:

Headings to this Agreement are for convenience only. Headings shall in no way affect the provisions themselves and shall not be construed in any way that would limit or otherwise affect the terms of this Agreement.

Business Ladies of Society, LLC
Organization Name

Jessica Chavez, Founder & Owner
Agnieszka Szuberla, Owner

Organization Representative Name(s)