

Terms and Conditions

This technology platform is owned and operated by The Influence Board, Inc., and is intended to facilitate business leader and vendor collaboration in a way that raises funds for charitable organizations, associations and other worthy causes.

Patent Pending

General These Terms of Service govern your use of the InfluenceBoard.com technology platform ("Site"). The Site is owned and operated by The Influence Board, Inc. ("TIB").

PLEASE READ THESE TERMS OF SERVICE CAREFULLY. By using the Site or otherwise indicating your acceptance (for example, agreeing by creating an account or when logging into your account), you represent and warrant that you have read, understand, and agree to be bound by these Terms of Service. If you do not agree to be bound by these Terms of Service, you may not access or use our Site.

The Site contains material which is derived in whole or in part from TIB and other sources. The Site and its contents are protected by international copyright, trademark and other intellectual property laws. You may not modify, copy, reproduce, republish, upload, post, transmit or distribute in any way any material from the Site, including code and software, unless specifically authorized to do so by TIB. If authorized by TIB, you may download material from the Site for your personal, non-commercial use only, provided you keep intact all copyright and other proprietary notices. Because the Web is an evolving medium, we may need to change these Terms of Service from time to time, in which case we will post the revised Terms of Service. By continuing to use the Site after we post any such changes, you accept the Terms of Service, as modified. Please print a copy of these Terms of Service for your records and PLEASE check the Site frequently for any changes to these Terms of Service.

You may stop using the Site at any time. You may cancel your Site account at any time by contacting us at Admin@InfluenceBoard.com. We reserve the right to terminate access to the Site to any person, at any time, for any reason, at our sole discretion. If you violate any of these Terms of Service, your permission to use the Site automatically terminates.

Eligibility

a. AGE: To the extent prohibited by applicable law, the Services are not intended for and should not be used by anyone under the age of eighteen. You represent that you are over the legal age and are the intended recipient of Customer's invitation to the Services. You may not access or use the Services for any purpose if either of the representations in the preceding sentence is not true. Without limiting the foregoing, you must be of legal working age. Teachers/instructors may use the services for classroom participation of those under eighteen, but only as a group and supervised by the teacher/instructor who is of legal age.

b. REPRESENTATIONS AND WARRANTIES: You represent and warrant that: (i) you have not been prohibited from using or accessing any aspect of the Site by us or as a result of any applicable law or regulation; (ii) you will comply with all of the terms and conditions, as revised from time to time, of any third party payment provider selected by us, and you are not on a prohibited list of that third party payment provider; and (iii) we have not previously disabled any Site account you created or controlled for

violation of any law or regulation, the infringement of any third party right, or the violation of any of these Terms of Service.

c. EXPORT CONTROL: You may not use, export, import, or transfer any part of the Site except as authorized by United States law, the laws of the jurisdiction in which you use or access the Site, or any other applicable laws. In particular, but without limitation, no part of the Site may be exported or re-exported: (i) into any U.S. embargoed countries; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Persons List or Entity List. By using the Site, you represent and warrant that: (x) you are not located in a country that is subject to a U.S. Government embargo or that has been designated by the U.S. Government as a "terrorist supporting" country; and (y) you are not listed on any U.S. Government list of prohibited or restricted parties. You also will not use the Site for any purpose prohibited by law.

Meeting Request Payments & Refunds

a. PRICING; PAYMENT. In the event that you request a meeting with a business leader through the Site and that meeting request is accepted by the business leader, you will receive an invoice with the following fees: (i) the requested donation value disclosed on the business leader's profile and (ii) a platform fee covering the use of the Site. Payment must be received prior to scheduling the meeting. When using "Promotional Credits" towards payment of a meeting request, the promotional credits may only be applied to the platform fee.

b. STATUS NOTIFICATIONS. You must notify TIB in a timely fashion, through the Site, when your meeting is scheduled and ultimately completed. Upon receiving notification of a completed meeting, TIB will submit the requested donation value to the designated charity/ cause. If you do not notify TIB of the meeting status through the Site, TIB will make reasonable efforts to contact you. In the event that you do not respond or update the status of a meeting request and upon the earlier to occur of (a) 60 days after payment for the meeting request or (b) 20 days after the meeting was scheduled to take place, the meeting will be deemed to have taken place and its status will be marked "completed" and TIB will issue payment to the designated charity/cause. Once a meeting has been marked "completed" and payment issued, no refunds will be made.

c. REFUNDS. To initiate a refund request, you must change the status of the meeting to "There is a Problem." A member of our administration team will then contact you. Refunds may be requested as follows: (i) in the event that you withdraw a meeting request after the business leader has accepted but prior to the date of the meeting, you can request a refund of the donation value paid (the platform fee is non-refundable); or (ii) you can request a full refund (donation value and platform fees paid) if (1) the business leader never schedules the meeting after they accepted, (2) the meeting lasts for less than 30 minutes as a result of the business leader cutting the meeting short, (3) there is a change in the employment, title or role of the business leader before you meet which negatively impacts your interest in the meeting, or (4) the business leader withdraws acceptance of the meeting before the meeting is held. All refunds will be via a "platform credit" which may be applied towards future meeting expenses. In the case of refunds of "Promotional Credits", those funds may only be applied towards future platform fees.

d. ANONYMOUS CHARITY PAYMENTS. For the protection of the participants' privacy, each business leader acknowledges that any payments to be made to a business leader's designated charity/cause will be made by TIB as an anonymous donation on behalf of the participating vendor. TIB will not disclose the vendor's name or contact information to the charity/cause.

Profile Sponsorship

If you were given a profile on The Influence Board by an organization through which you have an affiliation (your Profile Sponsor), such as a charitable organization, an association, an executive organization, etc, the following terms and conditions apply in addition to any others listed in this document:

- a. You have the right to request removal of your profile at any time by notifying us at admin@influenceboard.com. Your request will be acted upon within 7 business days.
- b. Although your Profile Sponsor will be listed as your primary recipient of funds when you accept a meeting request, you may choose other worthy causes to be recipients of the meeting value funds. When you choose a different approved recipient for your funds, your Profile Sponsor will still receive 10% of the funds raised.
- c. You have the right to remove your Profile Sponsor affiliation at any time by notifying us at admin@influenceboard.com. Should you choose to remove your current Profile Sponsor affiliation, you may have the option of choosing a different, approved Profile Sponsor.

User Content

The term "Content" shall include any materials or information submitted by you, including, without limitation, your name, likeness, videos, photographs, recordings, writings, statements, audio materials, audiovisual materials, documents, ideas or other material furnished by you to TIB through the website or otherwise. The term "Content" also includes any videos you produce and upload to YouTube for review by the business leaders when making a meeting request.

a. ORIGINALITY; RIGHTS: Any Content that you post or upload on this site must be either (a) an original work by you that does not copy or use other works (such as dialogue from plays, recordings of musical works or clips from other videos, television programs or motion pictures) or (b) Content for which you have all rights and permissions necessary to grant the rights hereunder. In addition, your Content must not infringe or violate any rights of any third party or entity, including, without limitation, copyright, trademark, defamation, privacy, publicity, false light, idea misappropriation, intentional or negligent infliction of emotional distress, or any contractual rights. Before posting Content, you must have all the rights, licenses, permissions and consents necessary to submit the Content and to grant all of the rights that you have granted to TIB under these Terms. Before you post content, you must have the express consent of everyone who appears in the Content to submit the Content for use, exhibition and other exploitation in any manner and in any and all media, whether now existing or hereafter discovered, throughout the world, in perpetuity. If you submit an image of someone who is under 18 years of age who is not your child, you must have the permission of that child's parent or legal guardian.

b. RIGHTS IN CONTENT: You hereby acknowledge and agree that you are granting TIB and its licensees, successors and assigns, the non-exclusive right and license to use, display, host, cache, store, archive, index, categorize, transmit and otherwise use the Content solely for purposes of providing the Services on the Site. You also acknowledge and agree that in the event TIB believes the Content violates these Terms of Service, in its sole discretion, TIB shall have the right to reject any Content and to remove the Content from the Site. Furthermore, TIB shall have the right to suspend or terminate your access to any TIB or related website and refuse to grant you access to use any TIB or related website in the future with or without warning if TIB, in its sole discretion, believes you have: (i) violated or tried to violate the rights of TIB, (ii) violated or tried to violate any of the representations, warranties or other terms or conditions of these Terms of Service, (iii) used a false identity or provided false information or (iv) acted inconsistently with any of the terms or conditions of these Terms of Service.

c. OWNERSHIP: Except as expressly set forth in these Terms of Service, you shall continue to own all rights in and to the Content. To the extent your Content contains other materials or elements owned by TIB or any other affiliated company, such as characters or other elements protected by copyright, trademark or other laws, your rights to make any other use of the Content will continue to be governed by and may be limited by other applicable laws.

Privacy

Information Collection and Use: TIB is the sole owner of the information collected on this site. TIB collects information from our users at several different points on our website. TIB's Privacy Policy can be accessed by clicking on this link: <https://influenceboard.com/privacypolicy>.

Notification of Changes: If we decide to change our privacy policy, we will post those changes on this page and/or our Privacy Policy page so our users are always aware of what information we collect, how we use it, and under what circumstances, if any, we disclose it. If at any point we decide to use personally identifiable information in a manner different from that stated at the time it was collected, we will notify users by way of an email. Users will have a choice as to whether or not we use their information in this different manner.

We will use information in accordance with the privacy policy under which the information was collected. We use "cookies" in a limited way to help identify unique browsers that visit us and to track usage throughout the Site. Because we do not control the privacy policies of our business affiliates or any other sites to which we may provide hyperlinks, you should check the privacy policy of the site you are visiting if you have any concerns about that site's use of cookies.

Information Removal

Requests for your information to be removed from our site can be sent to Admin@InfluenceBoard.com. These requests will be acted upon within 3 business days from receipt. However, we cannot ensure that your information will not be re-captured at a future date. Should such capability be developed in the future, we will update this section of the terms of service.

Copyright and Intellectual Property Policy

a. TERMINATION POLICY: If we determine that you are a repeat infringer of copyright, we may terminate your access to the Site and take other appropriate action in our sole discretion.

b. DIGITAL MILLENNIUM COPYRIGHT ACT NOTICE: We respond to notices of alleged copyright infringement and terminate access to the Site for repeat infringers. If you believe that your material has been copied in a way that constitutes copyright infringement, please forward the following information to our staff at Admin@InfluenceBoard.com: (i) your name, address, telephone number, and email address, (ii) a description of the work that you claim is being infringed, (iii) a description of the material that you claim is infringing and are requesting be removed along with information about where it is located, (iv) a statement that you have "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," (v) an electronic or physical signature of the copyright owner (or a person authorized to act for the copyright owner); and (vi) a statement by you, made under penalty of perjury, that the information you are providing is accurate and that you are the copyright owner or authorized to act on behalf of the copyright owner.

You acknowledge and agree that if you fail to comply with the requirements set forth above your notice may not be valid.

Disclaimers TIB is not responsible for any incorrect or inaccurate Content posted on the Site or in connection with the TIB Services, whether caused by users of the TIB Services or by any of the equipment or programming associated with or utilized in the TIB Services. Profiles created and posted on the Site may contain links to other websites. TIB is not responsible for the Content, accuracy or opinions expressed on such websites, and such websites are in no way investigated, monitored or checked for accuracy or completeness by TIB. Inclusion of any linked website on the TIB Services does not imply approval or endorsement of the linked website by TIB. When you access these third-party sites, you do so at your own risk. TIB takes no responsibility for third party advertisements which are posted on the Site or through the TIB Services, nor does it take any responsibility for the goods or services provided by its advertisers. TIB is not responsible for the conduct, whether online or offline, of any user of the TIB Services. TIB assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any user or member communication. TIB is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email or players due to technical problems or traffic congestion on the Internet or on any of the TIB Services or combination thereof, including any injury or damage to users or to any person's computer related to or resulting from participation or downloading materials in connection with the TIB Services. Under no circumstances shall TIB be responsible for any loss or damage, including personal injury or death, resulting from use of the TIB Services, attendance at a TIB event, from any Content posted on or through the TIB Services, or from the conduct of any users of the TIB Services, whether online or offline. The TIB Services are provided "AS-IS" and "as available" and TIB

expressly disclaims any warranty of fitness for a particular purpose or use or non-infringement. TIB cannot guarantee and does not promise any specific results from use of the TIB Services.

Interactive Features

The Site may include features, such as feedback forms, new article postings, and email services which allow feedback to TIB. It is a condition of your use of the Site that you do not:

- Restrict or inhibit any other user from using and enjoying the Site.
- Post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane or indecent information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law.
- Post or transmit comments containing harassing or offensive language, including sexual references, sexual nicknames, racial slurs, hate propaganda, hate mongering, swearing, or rude or deliberately offensive comments as determined by TIB in its sole discretion, or engage in disruptive activities online, including excessive use of scripts, sound waves, scrolling (repeating the same message over and over), or use of viruses, bots, worms or trojan horses.
- Post or transmit any information, software or other material which violates or infringes upon the rights of others, including material which is an invasion of privacy or publicity rights or which is protected by copyright, trademark or other proprietary right, or derivative works with respect thereto, without first obtaining permission from the owner or right holder.
- Post or transmit any information, software or other material which contains a virus or other harmful component.
- Post, transmit or in any way exploit any information, software or other material for commercial purposes.
- Post or transmit any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law.
- Attempt to gain unauthorized access to other computer systems or networks connected to the Service.
- TIB reserves the right at all times to disclose any information as necessary to satisfy any law, regulation or governmental request, or to refuse to post or to remove any information or materials, in whole or in part, that in TIB's sole discretion are objectionable or in violation of these Terms of Service.

Registration

To use certain features of the Site, you must register with TIB using the form(s) provided. You agree (a) to provide true, accurate, current and complete information about yourself as prompted by TIB's registration form, and (b) to maintain and promptly update the information you provide to keep it true, accurate, current and complete. If TIB has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof). Our use of any personally identifying

information you provide to us as part of the registration process is governed by the terms of our Privacy Policy (<https://influenceboard.com/privacy-policy>).

Passwords

To use certain features of the Site, you may need a username and password, which you will receive through the TIB registration process. You are responsible for maintaining the confidentiality of the password and account and are responsible for all activities that occur under your password or account. You agree to notify TIB immediately of any unauthorized use of your password or account or any other breach of security, and to ensure that you exit from your account at the end of each session. TIB cannot and will not be liable for any loss or damage arising from your failure to protect your password or account information.

Limitation of Liability

IN NO EVENT SHALL TIB BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT DAMAGES ARISING FROM YOUR USE OF THE SERVICES, EVEN IF TIB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, TIB'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID DURING THE 12 MONTHS PRECEDING THE CLAIM, IF ANY, BY YOU TO TIB FOR THE TIB SERVICES. TOGETHER OUR PLATFORM FACILITATES YOU TO COMMUNICATE AND ENGAGE WITH OTHER AUTHORIZED USERS, INCLUDING TO FACILITATE YOUR PARTICIPATION IN VIRTUAL AND REAL WORLD MENTORSHIP RELATIONSHIPS, WHETHER CREATED, SUPERVISED OR FACILITATED BY OR ON BEHALF OF CUSTOMER OR ANY OTHER PERSON. YOU AGREE TO REMISE, RELEASE AND FOREVER DISCHARGE TOGETHER, PRESENT, FORMER AND FUTURE DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES AND AGENTS, AND OUR RESPECTIVE HEIRS, SUCCESSORS AND ASSIGNS, FROM ALL ACTIONS, CAUSES OF ACTION, APPLICATIONS, COMPLAINTS, LIABILITIES, DEBTS, DEMANDS, DAMAGES, COSTS, TORTS (BOTH INTENTIONAL AND UNINTENTIONAL), CONTRACTS, STATUTORY RIGHTS AND ALL OR ANY CLAIMS WHATSOEVER THAT EXIST OR MAY EXIST WHICH YOU EVER HAD, NOW HAVE OR WHICH YOU CAN, SHALL OR MAY HEREAFTER HAVE, CAUSED BY, RELATING TO OR ARISING OUT OF ANY ACTIVITY.

Certain jurisdictions do not allow the exclusion or limitation of certain damages. If those laws apply to you, some or all of the exclusions or limitations set forth in these Terms of Service may not apply to you, and you might have additional rights.

You acknowledge and agree that TIB will have no liability for any: (i) errors, mistakes, or inaccuracies of Content, (ii) personal injury, property damage, or other harm resulting from your access to or use of the Site, (iii) any unauthorized access to or use of our servers, any personal information, or user data, (iv) any interruption of transmission to or from the Site, (v) any bugs, viruses, trojan horses, or the like that may be transmitted on or through the Site or (vi) any damages, losses, costs, expenses, or liabilities of any kind incurred as a result of the use of any Content posted or shared through the Site.

Indemnification

You agree to defend, indemnify and hold harmless TIB and its affiliates and their respective directors, officers, members, managers, employees and agents from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) arising out of or accruing from (a) any material posted or otherwise provided by you that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy, (b) any misrepresentation made by you in connection with your use of the Service; (c) any breach of any of the representation, warranties or other terms or conditions of the Content Requirements or any use of your Content or Personal Elements (d) any non-compliance by you with the terms and conditions of this Agreement; and (e) claims brought by persons or entities other than the parties to this Agreement arising from or related to your access and use of the Service or your Content to the Service, including the information obtained through the Service.

Arbitration Agreement

You and TIB agree to resolve any disputes between you and TIB through binding and final arbitration instead of through court proceedings. You and TIB each hereby waive any right to a jury trial of any controversy, claim, counterclaim, or other dispute arising between you and TIB relating to these Terms of Service or our Site ("Claim"). Any Claim will be submitted for binding arbitration in accordance with the Rules of the Judicial Arbitrator Group ("JAG Rules"). The arbitration will be heard and determined by a single arbitrator. The arbitrator's decision will be in writing, will include the arbitrator's reasons for the decision, will be final and binding upon the parties, and may be enforced in any court of competent jurisdiction. The parties agree that the arbitration will be kept confidential and that the existence of the proceeding and any element of it will not be disclosed beyond the arbitration proceedings, except as may lawfully be required for enforcement of the award. Each party will pay its own fees and costs. However, in the final award, the arbitrator may apportion the costs of arbitration and the compensation of the arbitrator among the parties in such amounts as the arbitrator deems appropriate.

Additional Terms of Service Applicable to Business Leaders

a. QUALIFYING ORGANIZATIONS. Business leaders may only designate charities or causes that meet the following criteria: (i) a public charity exempt from federal income tax under section 501(c)(3) of Title 26 of the United States Code, (ii) An association or fraternal society as designated under IRS Tax Designation 501(c) 4, 501(c) 6, 501(c) 8, or 501(c) 10, or (iii) GoFundMe campaigns that are directed to a public charity exempt from federal income tax under section 501(c)(3) of Title 26 of the United States Code or other charitable cause. For clarity, no politically motivated organizations or charities or causes from which the business leader derives a financial benefit can be designated to receive funds. TIB reserves the right, in TIB's sole discretion, to reject any designation that TIB believes to violate these Terms of Service.

Other

These Terms of Service, together with our Privacy Policies, constitutes the entire agreement between TIB and you with respect to the use of the Site and supersedes all previous and contemporaneous agreements, proposals and communications, written oral. You also may be subject to additional terms and conditions that may apply when you use the products or services of a third party that are provided through the Site. In the event of any conflict between any such third-party terms and conditions and these Terms of Service, these Terms of Service shall govern. These Terms of Service shall be governed by and construed in accordance with the laws of the State of Colorado without giving effect to any principles or conflicts of law. If any provision of these Terms of Service shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions. All questions regarding the terms of service for TIB should be directed to Admin@InfluenceBoard.com.