

Terms and Conditions

The Brotherhood offers the Terms and Conditions ("Terms" or the "Agreement") outlined herein as guides for both Brotherhood members and nonmembers ("User(s)" utilizing brotherhood.net and its sub-domains, and The Brotherhood's Facebook Groups (together, the "Site")). Please read all information carefully. By using the Site, Users agree to be bound by these Terms and the attached [Privacy Policy](#). If Users accept these Terms, they should regularly review these Terms as The Brotherhood reserves the right to change the Terms and Conditions without notice. If you do not agree to be bound by the Terms and the Privacy Policy, you may not use the Site in any way.

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1. Liability

a. Liability

The Brotherhood is providing materials on the Site for informational purposes only. While it is The Brotherhood's intent to provide accurate information, The Brotherhood makes 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. All such information, software, products, services and related graphics are provided "as is" without warranty of any kind. The Brotherhood hereby disclaims all warranties and conditions with regard to this information, software, products, services and related graphics, including all implied warranties and conditions of merchantability, fitness for a particular purpose, title and noninfringement.

Under no circumstances shall The Brotherhood or any of its parents, subsidiaries, affiliates, advisors or their respective partners, officers, directors, employees or agents be held 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 The Brotherhood has been advised of the possibility of damages.

In providing the materials on the Site, The Brotherhood is not rendering legal, accounting, or other professional services. If expert assistance is required, the services of a competent professional should be sought.

b. Linked Site Liability

Throughout the Site, hyperlinks to websites outside of the Site on the World Wide Web ("Linked Website(s)") are provided for all Users' convenience. Such Linked Websites contain information created, published, maintained, or otherwise posted by institutions, organizations or people independent of The Brotherhood.

The Brotherhood does not endorse, approve, certify, or control Linked Websites and does not guarantee the accuracy, completeness, efficacy, or timeliness of information located on Linked Websites. As such, The Brotherhood assumes no liability for the currency, accuracy, or availability of any information on Linked Websites. Use of any information obtained from Linked Websites is voluntary, and reliance on such information should only be undertaken after an independent review by qualified experts. Reference by Linked Websites to any specific commercial product, process or service does not constitute or imply endorsement,

recommendation or favoring by The Brotherhood.

Under no circumstances shall The Brotherhood or any of its parents, subsidiaries, affiliates, advisors or their respective partners, officers, directors, employees or agents be held 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 Linked Websites.

c. Limitation of Liability

If, despite the limitation above, The Brotherhood, its affiliates or their respective suppliers are found liable for any loss or damage which arises out of or in any way connected with any of the occurrences described above, then the liability of The Brotherhood, Its affiliates and/or their respective suppliers will in no event exceed, in the aggregate, the greater of (a) the service fees you paid to The Brotherhood in connection with such transaction(s) on the Site, or (b) One-Hundred Dollars (US\$100.00) or the equivalent in local currency. The limitation of liability reflects the allocation of risk between the parties. The limitations specified in this section will survive and apply even if any limited remedy specified in these terms is found to have failed of its essential purpose. The limitations of liability provided in these terms inure to the benefit of The Brotherhood, Its affiliates, and/or their respective suppliers.

d. Indemnity

You agree to indemnify and hold The Brotherhood (and its members, owners, officers, directors, agents, subsidiaries, joint ventures, and employees) harmless from any and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature, including reasonable attorneys' fees, or arising out of or related to your breach of the Terms, your violation of any law or the rights of a third party, or your use of the Site.

2. Site Use

a. License and Site Access

The Brotherhood grants you a limited license to access and make personal use of the Site. This license does not include any downloading, copying or sharing of information on the Site for the benefit of another vendor or any other third party, including family or friends that are not members; caching, unauthorized hypertext links to the Site and the framing of any content available through the Site uploading, posting, or transmitting any content that you do not have a right to make available (such as the intellectual property of another party); uploading, posting, or transmitting any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; any action that imposes or may impose (in The Brotherhood's sole discretion) an unreasonable or disproportionately large load on The Brotherhood's infrastructure; or any use of data mining, robots, or similar data gathering and

extraction tools. You may not bypass any measures used by The Brotherhood to prevent or restrict access to the Site. Any unauthorized use by you shall terminate the permission or license granted to you by The Brotherhood.

By using the Site you agree not to: (i) use this Site or its contents for any commercial purpose; (ii) make any speculative, false, or fraudulent reservation or any reservation in anticipation of demand; (iii) access, monitor or copy any content or information of this Site using any robot, spider, scraper or other automated means or any manual process for any purpose without our express written permission; (iv) violate the restrictions in any robot exclusion headers on this Site or bypass or circumvent other measures employed to prevent or limit access to this Site; (v) take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure; (vi) deep-link to any portion of this Site for any purpose without our express written permission; or (vii) “frame”, “mirror” or otherwise incorporate any part of this Site into any other website on the World Wide Web without our prior written authorization.

b. Access To Password Protected/Secure Areas/Member Areas

Access to and use of password protected, secure areas and/or member areas of the Site is restricted to members only. Unauthorized individuals attempting to access these areas of the Site may be subject to prosecution.

If you use the Site, you are responsible for maintaining the confidentiality of your account and password, and for restricting access to your computer. You agree to accept responsibility for all activities that occur under your account or password. Because of this, we strongly recommend that you exit from your account at the end of each session. You agree to notify The Brotherhood immediately of any unauthorized use of your account or any other breach of security.

c. Trademarks

The trademarks, logos and service marks (“Marks”) displayed on the Site are the property of The Brotherhood and other parties. Users are prohibited from using any Marks for any purpose including, but not limited to use as metatags on other pages or websites on the World Wide Web without the written permission of The Brotherhood or such third party that may own the Marks. Users are prohibited from modifying, copying, distributing, transmitting, displaying, publishing, selling, licensing, creating derivative works or using any Content available on or through the Site for commercial or public purposes.

d. Procedure for Claims of Intellectual Property Infringement

The Brotherhood respects the intellectual property of others, and we ask our Users to do the same. The Brotherhood may, in appropriate circumstances and at its discretion, disable and/or terminate the accounts of Users who may be infringing the intellectual property of a third party. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide The Brotherhood’s Copyright Agent the following information:

(i) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest; (ii) a description of the copyrighted work or other intellectual property that you claim has been infringed; (iii) a description of where the material that you claim is infringing is located on the Site; (iv) your address, telephone number, and email address; (v) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; or (vi) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

The Brotherhood's agent for notice of claims of copyright or other intellectual property infringement can be reached at legal@brotherhood.net.

The Brotherhood may update this mailing address from time to time. You agree that changes to this mailing address shall not constitute a modification to this TOS.

e. Submitted Content

The Brotherhood does not claim ownership of any materials you make available through the Site. At The Brotherhood's sole discretion, such materials may be included in the Site in whole or in part or in a modified form. With respect to such materials you submit or make available for inclusion on the Site, you grant The Brotherhood a perpetual, irrevocable, non-terminable, worldwide, royalty-free and non-exclusive license to use, copy, distribute, publicly display, modify, create derivative works, and sublicense such materials or any part of such materials (as well as use the name that you submit in connection with such submitted content). You hereby represent, warrant and covenant that any materials you provide do not include anything (including, but not limited to, text, images, music or video) to which you do not have the full right to grant the license specified in this Section. We take no responsibility and assume no liability for any submitted content posted or submitted by you. We have no obligation to post your comments; we reserve the right in our absolute discretion to determine which comments are published on the Site. If you do not agree to these terms and conditions, please do not provide us with any submitted content. You agree that you are fully responsible for the content you submit. You are prohibited from posting or transmitting to or from this Site: (i) any unlawful, threatening, libelous, defamatory, obscene, pornographic, or other material or content that would violate rights of publicity and/or privacy or that would violate any law; (ii) any commercial material or content (including, but not limited to, solicitation of funds, advertising, or marketing of any good or services); and (iii) any material or content that infringes, misappropriates or violates any copyright, trademark, patent right or other proprietary right of any third party. You shall be solely liable for any damages resulting from any violation of the foregoing restrictions, or any other harm resulting from your posting of content to this Site.

3. Membership

a. Account

Members may not have more than one active account. Members are prohibited from selling, trading, or otherwise transferring their membership account to another party. Users are prohibited from purchasing a member account from anyone except The Brotherhood.

The Brotherhood reserves the right to refuse membership or service, terminate membership, or remove or edit content in its sole discretion.

Notwithstanding the above, we retain the right at our sole discretion to deny access to anyone to the Site and membership at any time and for any reason, including, but not limited to, for violation of the Terms or Privacy Policy.

You agree that you will use your The Brotherhood Membership card for the purposes that it was issued.

b. Membership Dues & Billing

Full billing of the membership will occur when the membership is approved. If Membership is denied, there will be no charges.

We may change the membership dues at any time, but changes will apply only to new and renewal Memberships. The membership due is refundable 30 days after purchase.

c. Cancellation & Termination

You have the right to cancel your membership at any time. Because of the nature of our service, no refunds will be available.

The Brotherhood reserves the right to cancel or suspend, including any associated accounts, without notice, for any reason in our sole discretion, including without limitation our belief that continued use of such membership would violate the Terms, Privacy Policy, applicable law, or otherwise be harmful to our interests. If The Brotherhood cancels your membership, The Brotherhood may, at its sole discretion, refund the balance on a pro rata basis to its otherwise normal expiration date.

We may terminate the Site at any time with or without notice. No refunds will be available.

Upon termination of this Agreement, the User shall immediately return all Site property to The Brotherhood and the User further agrees to purge all records, electronic or otherwise, relating to The Brotherhood. Within ten (10) days of The Brotherhood's request, the User agrees to provide written certification to The Brotherhood that all property and records have been returned or purged.

d. Integrity of Submitted Information

You also agree to provide true, accurate, current and complete information about yourself when you apply for The Brotherhood membership. If you provide any information that is untrue, inaccurate, not current or incomplete (or becomes untrue, inaccurate, not current or incomplete), or The Brotherhood has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, The Brotherhood has the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof).

e. Member Criteria

You understand and agree that to apply and become a member, and to maintain a membership, the following requirements must be met:

(i) one particular business you control has earned over USD \$250,000 in annual revenue or you have personally earned over USD \$100,000 per year from one particular business that you control, for more than 2 consecutive years; (ii) you make contributions of your time to others on a regular basis; (iii) you make contributions of your time to other members on a regular basis; (iv) you meet the definition of an entrepreneur and set your own priorities and workflow; (v) you seek towards improving a business that you control; (vi) you seek towards improving yourself as a person, including but not limited to, health and education; (vii) you have integrity and perform business transactions with honesty; (viii) you are socially intelligent and comfortable in meeting and interacting with people; (ix) you are well-rounded and above average in health, wealth and relationships; and (x) you are humble, happy to be proven wrong and have the capacity to accept contradictory information.

f. Site-Provided Email and Postings

The Site may provide Users with the ability to send email messages to other members and to post messages on the Site. The Brotherhood is under no obligation to review any messages, information or content ("Postings") posted on the Site by Users and assumes no responsibility or liability relating to any such Postings. Notwithstanding the above, The Brotherhood may from time to time monitor the Postings on the Site and may decline to accept and/or remove any email or Postings. You understand and agree not to use any functionality provided by the Site to post content or initiate communications that contain:

(i) Any disrespectful, unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, profane, hateful, racially, ethnically or otherwise objectionable material of any kind, including, but not limited to, any material which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law; (ii) Advertisements or solicitations of any kind; (iii) Business and/or personal advice, guidance, counseling or equivalent communication that is not based on real-world experience; (iv)

Impersonate others or provide any kind of false information; (iv) Personal information such as messages which state phone numbers, government identification numbers, account numbers, addresses, or employer references.; (v) Messages by non-spokesperson employees of The

Brotherhood purporting to speak on behalf of The Brotherhood or containing confidential information or expressing opinions concerning The Brotherhood; (vi) Messages that offer unauthorized downloads of any copyrighted or private information; (vii) Multiple messages placed within individual folders by the same User restating the same point; (viii) Chain letters of any kind; or (ix) Identical (or substantially similar) messages to multiple recipients advertising any product or service, expressing a political or other similar message, or any other type of unsolicited commercial message.

This prohibition includes but is not limited to a) Using the Site to send messages to people who don't know you or who are unlikely to recognize you as a known contact; b) Using the Site to connect to people who don't know you and then sending unsolicited promotional messages to those direct connections without their permission; and c) Sending messages to distribution lists, newsgroup aliases, or group aliases.

g. Confidentiality of Site Information

Users are prohibited from communicating, disseminating, distributing, or copying any information from the Site to any persons who are not Brotherhood members, unless there is explicit written consent by the parties who have the authority to grant such rights.

h. Conflicts of Interest

Users of this site may have conflicts of interest with competing businesses. You agree that if another member has a business that is in direct competition with your, to email legal@brotherhood.net with the information of your business and the name of the member that you suspect as having a competing business.

i. Reporting Violations

You agree that if you come across any suspected violations of any terms and conditions in this Agreement to send a message via email to legal@brotherhood.net with the member's name and the suspected infraction. The Brotherhood agrees to keep the name of the sender and the included information of the sender confidential unless otherwise explicit permission is granted by the sender for The Brotherhood to use such name and information.

j. Member Privacy

You agree not to disclose the names of members to nonmembers.

4. Confidentiality of this Agreement

The terms and conditions of this Agreement are absolutely confidential and shall not be disclosed by the User to anyone else, except as shall be necessary to effectuate its terms. Any disclosure in violation of this section shall be deemed a material breach of this Agreement.

5. General

If any of these conditions are deemed invalid, void, or for any reason unenforceable, the parties agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the unenforceable condition shall be deemed severable and shall not affect the

validity and enforceability of any remaining condition. Headings are for reference purposes only and do not limit the scope or extent of such section. The failure of The Brotherhood to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches. The Brotherhood does not guarantee it will take action against all breaches of the Terms. Except as otherwise expressly provided in the Terms, there shall be no third-party beneficiaries to the Terms. The Terms constitutes the entire agreement between you and The Brotherhood and governs your use of the Site, superseding any prior agreements between you and The Brotherhood with respect to the Site.

Privacy Policy

The Brotherhood is committed to your right to privacy and to keeping your personal information private. Because brotherhood.net and its sub-domains, and The Brotherhood's Facebook groups (together, the "Site") includes areas in which individuals can provide personally identifying information, our Privacy Policy informs you of our policies and practices regarding information we collect about you on this Site. If you have further questions about our privacy policies or practices after reading this Privacy Policy, please contact us at legal@brotherhood.net.

- Visitors to our Site may be asked to supply certain personally identifying information, which is then retained by The Brotherhood and used only to provide you with products or services you have requested, or with additional information from The Brotherhood about its affiliates or selected outside companies whose products or services we feel may be of use to you.
- Any information from selected outside companies will be transmitted by The Brotherhood so that such companies will not have access either to your email address or to your other personally identifying information unless the outside company is providing a service that is primary to the operation of the Site or service to the members. Moreover, we will not sell or rent any personally identifying information obtained through the Site to any other company or organization.
- If, at some point after giving The Brotherhood your personally identifying information, you do not wish to continue to receive additional information from The Brotherhood about The Brotherhood, its affiliates or selected outside companies, in general, you may opt out by emailing legal@brotherhood.net with specific requests.
- While your individual information is protected as discussed above, The Brotherhood reserves the right to use such individual information to create aggregated, anonymous data about users in order to develop statistics about activity on and visitors to the Site.
- The Brotherhood may disclose personal information if we in good faith believe that such action is necessary to (1) comply with the law or with legal process; (2) protect and defend our rights and property; (3) protect against misuse or unauthorized use of the Site; or (4) protect the personal safety, property or rights of our users or the public.
- In order to protect your personal information, we use technologies and processes such as encryption, access control procedures, network firewalls, physical security and other measures. These measures increase, but do not guarantee, the security and privacy of information traveling to, from, and within the Site. Only our authorized employees, agents or independent contractors carrying out permitted business functions are allowed to access personal information. Employees who violate our privacy access policies may be subject to disciplinary actions, including termination when appropriate.

- In order to receive some services, we may require you to use a password to protect your membership account from unauthorized access by others. You are responsible for maintaining the secrecy of your unique password and account information, and for controlling access to your communications on the Site at all times. If you do allow others, including family or household members, to access the Site's members-only services through your personal password or to use your membership account number, please understand that you are responsible for the actions of those individuals. Please note that emails, instant messaging and similar means of communication with other members are not encrypted, and we advise you not to communicate any confidential information through these means.
- This privacy policy describes the types of information we currently collect, and the ways we use and protect that information. If you are uncomfortable with our policies and practices, please do not provide any personal information to us through the Site.