

BankersHub Passport Membership

Terms and Conditions of Service

Overview

By subscribing to BankersHub® Passport Membership, you agree to the following Terms of Service contained in this agreement.

BankersHub® and BankersHub® Passport are owned and operated by Bstuff LLC (hereinafter referred to as Bstuff, BankersHub®, we, or Company), an LLC in good standing within the state of Wisconsin, with corporate registration at Bstuff LLC, c/o InCorp Services, 1910 Thomas Ave, Cheyenne, WY 82001-3527 and head office at Bstuff LLC dba BankersHub, 4 Ariel Ct, Placitas, NM 87043.

Please carefully read, review and be sure you understand our Membership Conditions, as your purchase and use of any events, playbacks, learning certifications or other Bstuff products available herein identifies that you agree to the following conditions and that you agree to be bound by these terms and conditions accordingly.

When you subscribe to BankersHub® Passport Membership we hereby grant to you a non-exclusive limited, non-transferable license for *active employees registering under their business email address at the institution or firm*. This license grants these employees access to each event (defined below) hosted by BankersHub®, plus playback links and/or files of that event, for a period not less than 12 (twelve) months, and/or as stipulated a formal promotion offered by Bstuff LLC. A standard Membership extends from the beginning of the month in which it is purchased through the end of the month one year hence.

Prohibited uses include, but are not limited to, the following:

1. Distribution of handouts, playback files, links and other proprietary materials associated with events to any individuals not employed by the organization, institution, or individual registered as the primary purchaser of BankersHub® Passport.
2. Material alteration, editing, deletion or any other change to handouts, playbacks and other materials associated with events. Event materials are the exclusive property of Bstuff LLC and the presenter. Changes may only be made at the express written consent of Bstuff LLC.
3. Sale or rebroadcast of handouts, playbacks, or materials associated with events. BankersHub® Passport Members are permitted to broadcast or post playback files and/or links on internal websites as long as access to files and materials is strictly controlled and limited only to employees of the organization, institution or individual registered as the primary purchaser of BankersHub® Passport.

Any new features, enhancements, tools or resources that augment the current Membership, shall be subject to the Terms of Use. Continued use of the Membership after any such change shall constitute your consent to such changes. Violation of any of the terms below will result in the termination of your account.

Events Defined and Included in BankersHub® Passport Membership Fee

- “Webinars”: 60 to 90 minute standalone events
- “Two Part Series”: A series of 2 webinars on the same or related topics.
- “Bootcamp”: A 3-part series of webinars on the same or related topics.
- “Webcast”: A webinar offered at no cost to the general public which may or may not be sponsored by a corporate or other entity.

General Terms of Membership

- You must provide a full legal name as primary point of contact along with a valid email address, phone number, and any additional information required by Bstuff LLC in order to complete the Passport Membership registration process.
- Unless stated otherwise, it is assumed under this Passport Membership that the Corporation, Institution or Formal Entity identified in the purchase has the ultimate ownership of the Membership and that the

Membership will not follow the purchaser upon separation from employment. If the primary contact is replaced for any reason, a formal statement is required by a designated representative of the Corporation, Institution or Formal Entity of that fact along with designation of a new contact for assignment.

- Technical support of up to 1 man-hour per month is provided at no charge to paying accounts.
- Bstuff LLC may, from time to time, offer additional benefits, discounts or privileges to Passport Members. These additional offers are separate from this Agreement and may be cancelled, extended or modified at any time and without prior notice to Members.
- You may not sub-license, assign, or transfer this license to any other legal corporate entity or organization without prior written consent from Bstuff LLC.
- You understand and acknowledge that the technical processing and transmission of events, playbacks, presentations, and other materials, may be transferred unencrypted and involve transmissions over various networks and changes to conform and adapt to technical requirements of connecting networks or devices.
- BankersHub® is not responsible for emails, notifications, advisories, etc. sent to Passport Members that are not received by the Member for any reason, due to, but not limited to, firewalls, server restrictions, anti-spam software, etc. To prevent that from occurring, Passport Members are encouraged to set up BankersHub® as a 'white label' company and email provider.
- Though highly unlikely, Bstuff LLC reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the event offerings or any part thereof, without advanced notice.
- You agree that Bstuff LLC shall not be liable to you or to any third party for any modification, suspension or discontinuance of the offering.

Renewals and Automatic Charge

BankersHub® will attempt to notify the Passport Member of a pending renewal up to time of expiration. If the Membership is not renewed by midnight on the last day of the month in which the Membership expires, access to future events and playbacks may be restricted. Any Membership after expiration may still be renewed and reactivated at the Membership rate currently advertised. Reinstated Memberships may not have access to events or playbacks that transpired during the period of after expiration and before renewal, however. BankersHub® and Bstuff LLC cannot be responsible for emails or communications that do not reach the Member for any reason including, but not limited to, firewalls, servers, anti-spam restrictions, etc.

Members who use a credit/debit card for initial membership payment and are on a recurring auto-debit will have their membership renewed automatically 30 days before membership is set to expire. If, for any reason, the Passport Member does not wish to be automatically charged, they can send an email to Service@BankersHub.com to inform us of that desire. The Member's email used to process the initial charge will receive a notice of the automatic renewal 3 days prior to the charge getting processed. However, should the recurrent charge be processed against the wishes and desires of the Member, we will gladly reverse that charge in full upon receipt of email or phone notification. Cancellations/reversals after 30 days of renewal will be subject to the Cancellation and Termination policy outlined below.

Cancellation and Termination

You are solely responsible for properly canceling your account. To cancel your account, send an email to service@BankersHub.com. **Upon your cancellation, no credits are given for remaining months.**

Any Membership fees paid by the customer at the time of cancellation shall be refunded upon termination or discontinuance based on length of time since initial purchase or renewal. Members would still be able to retain and use playback files in accordance with this agreement, however.

Within 30 days of purchase – Full refund of fees

31-45 days of purchase – 50% refund

46-60 days of purchase – 25% refund

61+ days of purchase – no refund

Bstuff LLC, in its sole discretion, has the right to suspend or terminate any Member's account and refuse any and all current or future use of the services at any time, as a result of abuse or violation of the service or terms of agreement. Such termination of the Membership will result in the deactivation or deletion of your Membership or your access to events and services, and the forfeiture and relinquishment of all playbacks and event materials. In the event of Service termination or cancellation, provisions of these Terms of Service related to the following shall survive: Indemnity, Warranties and Limitation of Liability. For the protection and safety of all of our customers, Bstuff LLC reserves the right to refuse service to anyone for any reason at any time, with or without notice.

Bstuff LLC is not responsible for firewall restrictions, technical limitations, bandwidth issues, or other problems that may be encountered as a result of the members own IT network, spam filters, etc. However, Bstuff LLC will work with the member's IT department to make every effort to rectify the problem and/or help identify acceptable work around(s).

Additional Terms

- Passport playback links are available in the BankersHub® Sproutvideo server. Sproutvideo playbacks and MP4 downloads are accessible to other employees of the corporation or institution in which the Member is employed at time of purchase.
- Your access and use of events and materials is at your sole risk. Passport events, materials and services are provided on an "as is" and "as available" basis. BankersHub® makes no claims, guarantees or warranties to the accuracy of any individual events, statements or content. All content and materials are owned and managed by the individual presenters and subject matter experts.
- You agree to immediately notify Bstuff LLC Service@BankersHub.com of any unauthorized use of your password or account, or any other breach of security.
- You may not use Passport Membership for any illegal or unauthorized purpose. You must not, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws, trademark laws, patent laws, other intellectual property or industrial property laws, privacy laws, data export laws, and laws regarding libel and defamation).
- You agree not to engage in any activity that interferes with or disrupts BankersHub® events or services, or the servers and networks connected with BankersHub® and Bstuff LLC.
- You agree not to reproduce, duplicate, copy, sale, trade, resale, or exploit for any commercial purposes, any events, presentations, playbacks or other materials, in their entirety or in part, or access to the Service without the express prior written permission of Bstuff LLC.
- Verbal, physical, written or other abuse (including threats of abuse or retribution) of any Bstuff LLC customer, employee, member, affiliate or officer will result in immediate Membership termination.

Warranty Disclaimer

This site and the materials and products on this site are provided "as is" and without warranties of any kind, whether express or implied. To the fullest extent permissible pursuant to applicable law, Bstuff LLC disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose and non-infringement. Bstuff LLC does not represent or warrant that the presentations, playbacks, or materials contained in the site will be uninterrupted or error-free, that the defects will be corrected, or that this site or the server that makes the site available are free of viruses or other harmful components. Bstuff LLC does not make any warranties or representations regarding the use of the materials in this site in terms of their correctness, accuracy, adequacy, usefulness, timeliness, reliability or otherwise. Some states do not permit limitations or exclusions on warranties, so the above limitations may not apply to you.

Limitation of Liability

Under no circumstances shall Bstuff LLC be liable for any direct, indirect, special, incidental, or consequential damages, including, but not limited to, loss of data or profit, arising out of the use, or the inability to use, playbacks, presentations, or other materials on this site, even if Bstuff LLC or an authorized representative has been advised of the possibility of such damages. If your use of materials from this site results in the need for servicing, repair, or correction of equipment or data, you assume any costs thereof.

You understand that Bstuff LLC uses third party vendors and hosting partners to provide the necessary software, networking, storage, and related technology required to run the service. Bstuff LLC does not warrant that (i) the service will meet your specific requirements, (ii) the service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the service will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations, and (v) any errors in the service will be corrected. Although rare, playbacks may not be produced for certain events due to technical malfunctions or failure. BankersHub® will make every event to substitute a prior playback, if available. However, Bstuff LLC makes no expressed or implied warranties regarding the availability or quality of playbacks.

Indemnification

You agree to indemnify, defend, and hold harmless Bstuff LLC, its officers, directors, employees, agents, licensors and suppliers (collectively the "Service Providers") from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of these terms and conditions or any activity related to your account (including negligent or wrongful conduct) by you or any other person accessing the site using your Internet account.

Changes to Service and Pricing

Although Bstuff LLC endeavors to maintain its prices indefinitely once a subscriber becomes a Passport Member, Bstuff LLC reserves the right at any time, and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. Notwithstanding the foregoing, Bstuff LLC will endeavor to provide the customer with a 30-day notice of any changes and the customer shall have the right to cancel the Service and receive a refund of any unexpended annual Membership fees as described in the General Terms section of this Agreement. Bstuff LLC shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Service. When a price change is made by Bstuff LLC, you can continue using the service through the end of your paid Membership period without paying any additional fees. Once your paid subscription period has passed, you may be charged the new price for the next period at Bstuff LLC discretion.

Proprietary Rights

We claim no intellectual property rights over the materials presented on any events hosted by Bstuff LLC, as these rights are retained by the speaker, presenter and/or developer. Access to and use of these materials are granted to you through your Passport Membership. Bstuff LLC grants you a personal, non-transferable and non-exclusive right and license to use the assets in the Playback Environment; provided that you do not (and do not allow any third party to) create, revise or otherwise use these materials that you sell and/or distribute for free.

On occasion, some speakers may limit or restrict playbacks, presentations or other materials. BankersHub® takes no responsibility for such restrictions or limitations and is not responsible for or warranty against any costs, impacts or losses resulting from such omissions.

General Conditions for Passport Membership Terms of Service

Entire Agreement. The Terms of Service (including any policies, guidelines or amendments that may be presented to your form time to time) constitute the entire agreement between you and Bstuff LLC and govern your use of the Service, superseding any prior agreements between you and Bstuff LLC for the use of the Service. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other services, third-party content or third-party software.

Choice of Law and Forum. The Terms of Service and the relationship between you and Bstuff LLC shall be governed by the laws of the State of Wisconsin without regard to its conflict of law provisions. You and Bstuff LLC agree to submit to the personal and exclusive jurisdiction of the courts located within or nearest to Dane County, Wisconsin.

Waiver and Severability of Terms. The failure of Bstuff LLC to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. If any provision of the Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms of Service remain in full force and effect.

Statute of Limitations. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred.

No Third Party Beneficiaries. You agree that, except as otherwise expressly provided in these Terms of Service, there shall be no third-party beneficiaries to the Terms of Service.

Notices. You agree that Bstuff LLC may provide you with notices, including those regarding changes to the Terms of Service, by email, regular mail, or postings on the Service. Your notices to Bstuff LLC must be sent by an email to Service@BankersHub.com, which is acknowledged by a reply from Bstuff LLC, or by a courier service which provides delivery confirmation.

Assignment. Bstuff LLC may assign this contract, in whole or in part, at any time with or without notice to you. You may not assign this contract, or any part of it, to any other party. Any attempt by you to do so is void. Instead, you may cancel your access to Passport at any time. The other party may then establish a Passport Membership and enter into a contract with Bstuff LLC.

Miscellaneous. The section headings in the Terms of Service are for convenience only and have no legal or contractual effect. Questions about the Terms of Service should be sent to Michael Beird at Mike@BankersHub.com, or Service@BankersHub.com.