



## Program Resources Terms of Use

Thank you for your interest in our **Interfaith Bridges™** program (the “**Program**”).

Please read these Program Resources Terms of Use (the “**Terms**”) and our [Privacy Policy](#) (“**Privacy Policy**”) carefully because they govern your access to and use of our [materials and resources](#) described under “Key Features” on our Site and made available to you via a Shared Google Folder (the “**Program Resources**”) offered by Building Bridges Together™ (“**BBT,**” “**us,**” “**we**” or “**our**”).

**1. Agreement to Terms.** By accessing the Program Resources, you agree to be bound by these Terms. You may not access the Program Resources if you do not agree to be bound by these Terms. If you are accessing and using the Program Resources on behalf of a legal entity (such as your employer or faith community organization), you represent and warrant that you have the authority to bind that entity to these Terms. In that case, “you” and “your” will refer to that entity.

**2. Privacy Policy and Website Terms of Use.** Please review our [Privacy Policy](#), which also governs your use of the Program Resources, for information on how we collect, use and share your information and our [Website Terms of Use](#), which governs your use of our website located at [www.buildingbridgestogether.net](http://www.buildingbridgestogether.net) (the “**Site**”).

**3. Changes to the Program Resources.** Because our Program Resources are evolving over time, we may, but are not obligated to, update any part of the Program Resources, at any time and without notice, at our sole discretion.

**4. Co-Sponsors and Designated Facilitators - Who May Access and Use the Program Resources?** You must select your Program type (Bi-Faith, specifying two Faiths, or Tri-Faith) to allow us to provide applicable Program Resources. You may identify one (if Bi-Faith) or two (if Tri-Faith) co-sponsoring faith communities (each, a “**Co-Sponsor**”). Any Co-Sponsor identified by you will receive and must agree to the Co-Sponsor Program Terms of Use, consisting of these Terms (other than the requirement to pay the Program Fee). Each of you and your Co-Sponsor(s) will be able to designate persons (each, a “**Designated Facilitator**”) to access and use the Program Resources, subject to these Terms. Each Designated Facilitator must be of the age of majority in the state in which such person resides and capable of forming a binding contract with BBT to access and use the Program Resources. Each of you and your Co-Sponsor(s) may designate up to three Designated Facilitators to receive access to the Program Resources. Each Designated Facilitator must have or establish a Google account and accept BBT’s Designated Facilitator Access Terms of Use and BBT’s Privacy Policy before accessing the Program Resources.

**5. Feedback.** We appreciate your feedback, comments, ideas, proposals and suggestions for improvements to the Program Resources (“**Feedback**”). At the end of the Program Period (as defined in Section 13 below), all Designated Facilitators will receive an evaluation form from us seeking comments on the Program and the Program Resources, and we look forward to receiving your Feedback. If you choose to submit Feedback, you agree that we are free to use, sub-license, and transfer it in perpetuity for any reason without any restriction or compensation to you. In addition, you agree that at the end of the Program Period, Designated Facilitators will ask all Program participants to participate in a BBT-generated survey. Survey results from Program participants will be provided on an anonymized basis directly to BBT. We agree to provide you with a report on the survey results, and you agree that we are free to use, sub-license, and transfer such survey results in perpetuity for any reason without any restriction or compensation to you.

**6. Payment and Delivery.** BBT requires payment of an up-front fee of \$1,000, subject to any applicable scholarships or discounts, and plus any applicable sales or use tax (the “**Program Fee**”) for use of the Program Resources during the Program Period, and you agree to pay to BBT the Program Fee via PayPal or check. All payments are non-refundable and non-transferable except as expressly provided in these Terms. All fees and applicable taxes, if any, are payable in United States dollars. Following payment of the Program Fee, BBT will deliver via a Shared Google Folder the Program Resource (as then described on the Site under “What We Offer - Interfaith Bridges - Key Features”) to the Designated Facilitators identified by you or your Co-Sponsors who have accepted BBT’s Designated Facilitator Access Terms of Use.

**7. Consulting Services.** Following payment of the Program Fee, BBT will provide up to a maximum of ten (10) hours of consulting services free of further charge to you, your Co-Sponsors and/or the Designated Facilitators in connection with the promotion or conduct of the Program and/or use of the Program Resources during the Program Period. BBT will provide additional consulting services during the Program Period at the rate of \$100 per hour. Consulting services will be provided at mutually agreeable times via Zoom or telephone.

**8. Your Content.** Anything (other than Feedback) that you post or otherwise make available to us through the Site or otherwise is referred to as “**User Content**.” BBT does not claim any ownership rights in any User Content, and nothing in these Terms will be deemed to restrict any rights that you may have to your User Content. By submitting User Content to us, you hereby grant to BBT a non-exclusive, transferable, worldwide, fully paid-up, royalty-free license, with the right to sublicense, during the Program Period to use and store your User Content to provide the Program Resources to you, your Co-Sponsors and the Designated Facilitators. You are solely responsible for all your User Content. You represent and warrant that you have (and will have) all rights that are necessary to grant us the license rights in your User Content under these Terms. You can remove your User Content by specifically deleting it. To the maximum extent permitted by law, we are not responsible or liable for the removal or deletion of (or the failure to remove or delete) any of your User Content.

**9. Our Intellectual Property in the Program Resources.** Our Program Resources include content that is subject to intellectual property rights. We retain all rights to that content. BBT hereby grants you a limited, non-exclusive, worldwide, non-transferable, non-sublicensable, revocable license during the Program Period (defined below) under BBT's copyrights to use, access, download, reproduce and distribute the Program Resources solely in connection with your promotion of and conduct of the Program. You have no right to reproduce and distribute Program Resources or any individual element within the Program Resources except as expressly authorized in the Facilitators Manual included in the Program Resources. We reserve all rights not expressly granted in these Terms.

**10. General Prohibitions and BBT's Enforcement Rights.** You agree not to do any of the following:

(a) Post, upload, publish, submit or transmit any User Content that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any person or entity; or (vii) promotes illegal or harmful activities or substances;

(b) Use, copy, display, mirror or frame, or reproduce or distribute the Program Resources or any individual element within the Program Resources (except as permitted under Section 9 of these Terms), BBT's name, any BBT trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page (except in each case as permitted under Section 9 of these Terms), without BBT's express written consent;

- (c) Access, tamper with, or use the Program Resources, BBT's computer systems, or the technical delivery systems of BBT's providers;
- (d) Attempt to probe, scan or test the vulnerability of any BBT system or network or breach any security or authentication measures;
- (e) Attempt to access or search the Program Resources or download content from the BBT Google Drive using any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by BBT or other generally available third-party web browsers;
- (f) Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by BBT or any of BBT's providers or any other third party (including another user) to protect the Program Resources;
- (g) Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation to other users of the Program Resources;
- (h) Use any meta tags or other hidden text or metadata utilizing a BBT trademark, logo URL or product name without BBT's express written consent;
- (i) Use the Program Resources, or any portion thereof, for any commercial purpose or for the benefit of any third party or in any manner not permitted by these Terms;
- (j) Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Program Resources to send altered, deceptive or false source-identifying information;
- (k) Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Program Resources;

- (l) Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Program Resources;
- (m) Collect or store any personally identifiable information from the Program Resources from other users of the Program Resources without their express permission;
- (n) Impersonate or misrepresent your affiliation with any person or entity;
- (o) Violate any applicable law or regulation; or
- (p) Encourage or enable any other individual to do any of the foregoing.

BBT will monitor access to or use of the Program Resources to ensure compliance with these Terms and to comply with applicable law or other legal requirements. We reserve the right, but are not obligated, to remove or disable access to any content at any time and without notice, including, but not limited to, content we, at our sole discretion, consider objectionable or in violation of these Terms. We have the right to investigate violations of these Terms or conduct that affects the Program Resources. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

**11. Links to Third Party Websites or Resources.** The Program Resources may include links to third-party websites or other resources. We provide access only as a convenience and are not responsible for the content, products or services on or available from those resources or links displayed on such websites. You acknowledge sole responsibility for and assume all risk arising from your use of any third-party resources.

**12. Term and Termination.** You will receive access to the Program Resources for twelve (12) months from the date on which the Program Fee is paid in full (regardless of who pays the Program Fee) (the "Program Period"). If you or your Co-Sponsors wish to continue the Program beyond the Program Period or

commence a new Interfaith Bridges Program with different Co-Sponsors within the Program Period or commence a new Interfaith Bridges Program after the completion of the Program Period, you and any Co-Sponsors must agree to new terms of use and must pay a new program fee. At the end of the Program Period, access to the Program Resources will terminate for you, your Co-Sponsors and all Designated Facilitators. BBT will provide you, your Co-Sponsors and all Designated Facilitators with thirty (30) days advance written notice of termination and you will be able to copy or download your User Content. BBT reserves the right to delete all User Content not removed by the end of this thirty (30)-day window. Upon any such termination, or the discontinuation or cancellation of the Program Resources or your account, the following Sections will survive: 1, 2, 4, 5, 6, 8, 9-19.

**13. Program Resources for Alumni.** Following the Program Period, you and/or your Designated Facilitators may register Designated Facilitators and/or participants who have completed a Program as Alumni Bridge Builders. Registrants will receive notices of BBT alumni events as these events are available and will be permitted to opt out of these notifications. For an additional fee, you can obtain additional alumni programming, including related program materials and resources, as such programming becomes available.

**14. Warranty Disclaimers.** THE PROGRAM RESOURCES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE EXPLICITLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. We make no warranty that the Program Resources will meet your requirements. We make no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of any information or content in the Program Resources.

**15. Indemnity.** You will indemnify and hold BBT and its officers, directors, employees and agents, harmless from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees arising out of or in any

way connected with (a) your and your participants' access to or use of the Program Resources or conduct of the Program, or (b) your violation of these Terms.

## **16. Limitation of Liability.**

(a) TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER BBT NOR ITS SERVICE PROVIDERS INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE PROGRAM RESOURCES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE PROGRAM RESOURCES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT BBT OR ITS SERVICE PROVIDERS HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

(b) TO THE MAXIMUM EXTENT PERMITTED BY THE LAW OF THE APPLICABLE JURISDICTION, IN NO EVENT WILL BBT'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE PROGRAM RESOURCES EXCEED THE AMOUNTS YOU HAVE PAID OR ARE PAYABLE BY YOU TO BBT FOR USE OF THE PROGRAM RESOURCES.

(c) THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN BBT AND YOU.



**17. Governing Law and Forum Choice.** These Terms and any action related thereto will be governed by the laws of the State of California, without regard to its conflict of laws provisions. The parties expressly consent to personal and exclusive jurisdiction in the state and federal courts located in the County of Santa Clara, and you and BBT each waive any objection to jurisdiction and venue in such courts.

**18. General Terms.**

(a) Reservation of Rights. BBT and its licensors exclusively own all right, title and interest in and to the Program Resources, including all associated intellectual property rights. You acknowledge that the Program Resources are protected by copyright, trademark, and other laws of the United States and foreign countries. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Program Resources or the Site.

(b) Entire Agreement. These Terms constitute the entire and exclusive understanding and agreement between BBT and you regarding the Program Resources, and these Terms supersede and replace all prior oral or written understandings or agreements between BBT and you regarding the Program Resources. If any provision of these Terms is held invalid or unenforceable by an arbitrator or a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible, and the other provisions of these Terms will remain in full force and effect. You may not assign or transfer these Terms, by operation of law or otherwise, without BBT's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null. BBT may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

(c) Notices. Any notices or other communications provided by BBT under these Terms will be given: (i) via email; or (ii) by posting to the Program Resources or the Site. For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted.

(d) Waiver of Rights. BBT's failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of BBT. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

**19. Contact Information.** If you have any questions about these Terms, or the Program Resources, please contact BBT at [info@buildingbridgestogether.net](mailto:info@buildingbridgestogether.net) or at Building Bridges Together, 405 El Camino Real #433, Menlo Park, CA 94025 ATTENTION Chief Operating Officer.

If you agree with the foregoing Program Resources Terms of Use please complete the following and return to BBT at [info@buildingbridgestogether.net](mailto:info@buildingbridgestogether.net)