

Business Minds Collaborative Inc.

Terms of Service & Privacy Policy

Terms of Service

Effective Date: April 1, 2022

This is a binding contract between you and Business Minds Collaborative Inc, (BMCInc.). Please make sure you read it. We've tried to make it as clear as possible, but we welcome your feedback to Nicole@businessmindscollaborative.com if you have suggestions or questions.

Definitions

We use some shorthand to make these terms easier to read. When we say "site," we mean *BusinessMindsCollaborativeInc.com* and the services offered through that site. When we say "we," we mean Business Minds Collaborative Inc. a New York State Corp. company. When we say "you" or "your", we mean you, the user. When we say "BMC Inc content," we mean the copyrightable text, sound, graphics, and other material owned by BMC Inc. And when we say "terms," we mean these terms of service. When we say "personal information" that means information from you that identifies, references, or could reasonably be linked, with you or your device (personal information does not include publicly available information from government records or deidentified or aggregate consumer information).

Accepting these terms

Please read these terms before using the site. If you do not agree to these terms, you may not register for the site.

If we make material changes to these terms, we'll let you know either through the site or via email. If you do not agree to changes, you may cancel your account. Your continued use of the site after any change to the site constitutes your acceptance of those changes.

Security

The security of your account information is important, but no method of transmission over the Internet, or method of electronic storage, is 100% secure. While we strive to use commercially acceptable means to protect your account information, we cannot guarantee its absolute security. If we believe your account has been breached, we will promptly notify you of the breach at the email address that you provide (or by other legal means if we believe that your email account has been breached).

The site may contain links to other sites that are not operated by us. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third party site or service. We recommend that you review the privacy policy of every site you visit or link to.

Permitted users

BMC Inc. is designed for use by adults and young people over a certain age. You must be thirteen years of age or older to use it. If we learn that we have collected personal information from a child under the age of thirteen, we will delete that information as quickly as possible. If you believe that we might have any information from a child under the age of thirteen, please contact us at Nicole@businessmindscollaborative.com. When you use the site, you represent that you have the legal capacity to form a binding contract with us, and are doing so by your agreement to these terms.

Copyright and intellectual property

You own your stuff; we own ours.

All BMC Inc content, the selection, compilation, arrangement and presentation of all materials, and the overall design of the site are copyrighted by us, and are protected by US and international laws. If you are writing about something you've seen on our site, you may use one image with attribution and a link back to the original source.

Business Minds Collaborative Inc and Business Minds Collaborative Inc logo are trademarks or registered trademarks of Business Minds Collaborative Inc, in the United States and other foreign countries.

The site provides features that allow you to share your comments with others. There are many things that others may do with your comments, including re-sharing them. So, please consider carefully what comments you choose to share and with whom; we take no responsibility for that activity.

Billing and payment

Subscriptions to the site are for one year. Different subscriptions plans are available for individuals and businesses of varying gross incomes to accommodate the need for multiple user accounts. A valid credit card is required for a subscription.

Subscriptions default to automatically renewal at the rates then in effect unless you notify us that you do not wish to renew. You can turn off automatic renewal in your account preferences. You will not receive a notice when your subscription is about to renew, however you will receive an email receipt after auto renewal. You will receive a notice if your credit card expires prior to renewal. All subscription payments are nonrefundable – refunds are not given if you close your account prior to the end of the subscription period for which you are paid or for upgrades/downgrades to service levels.

All payments due are in U.S. dollars. Payment is due for the entire subscription period at the start of the subscription. All fees are exclusive of any taxes.

Cancellation and termination

You are responsible for properly canceling your account. You can cancel your account at any time by clicking on the Account link in the global navigation bar at the top of the screen. From there click Subscription > Cancel.

When your account is canceled your comments will remain on the site but your account and the member-only areas of the site will not be accessible. CIA reserves the right to delete inactive accounts. You will also be removed from the Facebook group when your account is canceled.

CIA, in its sole discretion, has the right to suspend or terminate your account and refuse any and all current or future use of the service, for any reason at any time. CIA reserves the right to refuse service to anyone for any reason at any time.

DMCA

BMC Inc deals with copyright infringement in accordance with the Digital Millennium Copyright Act (DMCA).

You may not upload any content to the site that belongs to a third party unless you have the legal right to do so. If you believe that any such content has been posted on the site, please send a notice of copyright infringement containing the following information to the designated agent at the address below:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material.
- Contact information for the notifying party, including name, address, telephone number, and email address.
- 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.
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Information provided in a notice of copyright infringement may be forwarded to the user who posted the allegedly infringing content. If a DMCA notice is valid, we will respond expeditiously to remove the material that is claimed to be infringing. We will also notify the person who posted the allegedly infringing material that we have removed such material. If you believe that material has been removed improperly, you must send a written counter notification to the agent, and include:

- A physical or electronic signature.

- Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled.
- A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification.
- Your name, address, and telephone number, and a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if your address is outside of the United States, for any judicial district in which we may be found, and that you will accept service of process from the person who provided the original notification or an agent of such person.

Upon receipt of a counter notification complying with these requirements, we will promptly provide the original reporter with a copy of the counter notification, and inform that person that we may replace the removed material if we do not receive notice within ten business days that the original reporter is seeking a court order to prevent further infringement of the material at issue.

Designated Agent

Nicole@businessmindscollaborative.com

BMC Inc Rules

BMC Inc is designed to provide news and information to help entrepreneurs become established, while providing a community for interaction, sharing, and support. As such, we have some ground rules which you must adhere to when using the site.

The following is unacceptable and will not be tolerated:

- Threaten other users with violence;
- Use hateful, abusive, harassing, libelous, or obscene language towards other users;
- Post any material that infringes or violates any third party's copyright, trademark, trade secret, privacy, or other proprietary or property right;
- Post any material which promotes illegal activity, could constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable law or regulation;
- Use the site to send spam, chain letters, junk mail, or any other type of unsolicited mass email;
- Use the site to distribute viruses or other harmful, disruptive, or destructive files;
- Use or attempt to use another person's account;
- Disrupt or interfere with the security of, or otherwise abuse, the site, or any servers or networks connected to the site;

- Attempt to obtain unauthorized access to the site;
- Impersonate another person;
- Share with any minor any content or materials inappropriate for children, or allow any minor access to such materials; or
- Systematically harvest data from the site, or programmatically register accounts on the site.

You agree that you are responsible for your actions on the site and for any communications under your account. You also agree that you will comply with all applicable laws in your use of the site.

If it appears you have violated any of these rules, we may, in our sole discretion, remove any offending material or cancel your account, or both.

Disclaimer and warranties

We strive to prevent interruptions to the service and be good stewards of your data. However, the site and our services are provided on an “AS IS” and “AS AVAILABLE” basis. We disclaim all warranties of any kind, whether express or implied, including without limitation any warranty of merchantability, fitness for a particular purpose, or non-infringement. We do not make any warranty that the site or our services will meet your requirements, or that the services will be uninterrupted, timely, secure, or error free, or that defects, if any, will be corrected. You understand that you download from or otherwise obtain content or services through the site at your own discretion and risk.

We provide legal forms on our site. These forms are provided as a starting point for you. We do not provide legal advice and do not guarantee the legality or enforceability of the forms. You should consult an attorney before using the legal forms.

Some jurisdictions may not allow the exclusion of certain warranties so the limitations above may not apply to you.

Limitations of liability

To the extent permitted by applicable law, under no circumstances — including, without limitation, negligence — shall we be liable for any direct, indirect, incidental, special or consequential damages, resulting from (1) the use or the inability to use the site; (2) the cost of procurement of substitute goods and services; (3) unauthorized access to or alteration of your transmissions or data; or (4) loss of profits, use, data or other intangibles, even if we have been advised of the possibility of such damages. To the maximum extent permitted by applicable law, the total liability of BMC Inc for any claim under these terms, including for any implied warranties, is limited to \$100.00.

Some jurisdictions may not allow the limitation of liability so the limitations above may not apply to you.

Indemnification

You agree to indemnify, defend, and hold harmless BMC Inc, its employees, members, managers, partners, agents, and suppliers, and their respective affiliates, officers, directors, employees, members, managers, shareholders, partners, and agents, from any and all claims and expenses, including attorneys' fees, arising out of your use of the site, including but not limited to your violation of these terms. We may, at our sole discretion, assume the exclusive defense and control of any matter subject to indemnification by you. The assumption of such defense or control by BMC Inc, however, does not excuse any of your indemnity obligations.

Changes to the site

We may at any time decide to alter, amend, modify, or terminate the site, any functionality or portion of it, all in our sole discretion, and you understand that there is no guarantee that the site or any portion or functionality of it will continue to operate or be available for any particular period of time. We try to give advance notice of any material changes to the site. By using the service after revisions become effective, you agree to be bound by the revised terms. If you do not agree to the revised terms, you must cancel your account.

General

- Any claim arising out of your use of the service must be brought in the courts located within Bronx County, New York. You hereby submit to the personal and exclusive jurisdiction of those courts.
- You agree that any claim you may have arising out of or related to these terms or your relationship with CIA must be filed within one year after such claim arose; otherwise, your claim is permanently barred.
- These terms are the entire agreement between us with respect to its subject matter and supersedes any prior or contemporaneous agreements, written or oral.
- These terms are governed by New York law except for its conflicts of laws principles.
- A waiver of any breach is not a waiver of any subsequent breach. A waiver is not effective unless pursuant to a writing signed by CIA expressly waiving compliance.
- Except for payment obligations by you, neither of us will be liable for inadequate performance to the extent caused by a condition that was beyond the party's reasonable control (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, pandemic, and Internet disturbance).
- There are no third-party beneficiaries to these terms.

Credit

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Privacy Policy

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Definitions

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Accepting these terms

Please read these terms before using the site. If you do not agree to these terms, you may not register for the site.

If we make material changes to these terms, we'll let you know either through the site (check out the change log at the end of this policy) or via email. If you do not agree to changes, you may cancel your account. Your continued use of the site after any change to the site constitutes your acceptance of those changes.

Information we collect

In order for you to use our site and our services, we need to collect some personal information from you. In the past 12 months this is the kind of personal information we collected:

- Names, IP addresses, email addresses, and account names;
- Records of services purchased, obtained or considered; and
- Browsing history, search history, information on our users' interactions with the site.

We obtain (or our site obtains) personal information from you in two ways:

- Directly from you – for example when you provide your name, business name, or email address to create an account, log-in to the site, or receive services.

- Indirectly from you – for example, from observing your actions on our site. We use session and login cookies to keep track of when a person is logged in, to determine the content or sites users link to, and to identify the services people use. We will also capture login timestamps, and usage statistics, as well as IP addresses. We'll capture some information about your content (such as file size, file type, etc.). We may also feature on our website or promote materials you have made available to the public (we will not view your unpublished content unless you give permission, if necessary, to comply with legal obligations, or if necessary, to verify your compliance with these terms).

Use of personal information

We may use or disclose the personal information we collect for the following purposes:

- To fulfill the reason you provided the information. For example, if you share your name and contact information to ask a question about our services, we will use that information to respond to the inquiry. If you provide your personal information to purchase our services, we will use that information to process your payment.
- To provide support, personalize, and develop our site and services.
- To create, maintain, customize, and secure your account with us.
- To process your requests, transactions, and payments and prevent transactional fraud.
- To provide you with support and respond to your inquiries.
- To personalize your site experience and to deliver content and service offerings relevant to your interests.
- To help maintain the safety, security, and integrity of our site, services, and business.
- For testing, research, analysis, and services development.
- To respond to law enforcement requests and as required by law, court order, or governmental regulations.
- As described when collecting your personal information and as permitted under the CCPA, GDPR or other applicable law.

We will not collect additional personal information or use the personal information we collected for other purposes without letting you know. If we disclose your personal information to comply with the law, we will inform you (at the email address you provide) as soon as practicable, provided that it is lawful for to do so. If we are involved in a merger, acquisition or asset sale, your account information may be transferred to the buyer. You will receive notice of the transfer.

Sharing personal information

We may disclose your personal information to the following third parties:

- Service providers, specifically Stripe and Paypal
- Data aggregators, specifically Google Analytics and FaceBook Pixel

Third-party services (and their use of your information) are subject to those third-parties' terms and policies.

Aggregated data

We aggregate user information and perform statistical analyses of the collective behavior of our customers and visitors, to measure overall demographics, and to analyze how to improve our services. This aggregate information does not contain personal information other than IP addresses. We may compile and disclose aggregate information about our users for promotional purposes, to advise customers about best practices for using the site, or other purposes. For example, we might want to disclose that a certain percentage of our users are interested in a particular type of craft or are more online at a particular time of day.

Disclosure of personal information for business purpose

In the preceding 12 months, we have disclosed the following types of personal information for a business purpose:

- Browsing history, search history, information on our users' interactions with the site.

Sale of personal information

In the preceding 12 months, we have not sold any personal information we collected from our users.

Your California privacy rights and choices

The CCPA provides California residents with specific rights regarding their personal information. This section describes your CCPA rights and how to exercise them.

Access to specific information and data portability rights

You have the right to request that we tell you about our collection and use of your personal information over the past 12 months. If you ask, we will tell you:

- The categories of personal information we collected about you.
- The categories of sources for the personal information we collected about you.
- Our business or commercial purpose for collecting or selling that personal information.
- The categories of third parties we share that personal information with.
- The specific pieces of personal information we collected about you.

Deletion request rights

You have the right to request that we delete the personal information that we collected from you, subject to certain exceptions. If you ask, we will delete (and direct our service providers to delete) your personal information from our records unless an exception applies. We may deny your deletion request if it is necessary for us to retain the personal information to:

- Complete a transaction, provide the services you requested, or otherwise perform the services.
- Detect security incidents or protect and prosecute against malicious, deceptive, fraudulent or illegal activity.
- Debug products to identify and repair errors that impair existing intended functionality.
- Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
- Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 et. seq.)
- Comply with a legal obligation.

Exercising access, data portability, and deletion rights

To exercise your rights, please submit a request to our email: Nicole@businessmindscollaborative.com The request must:

- Provide sufficient information so we can verify you are the person we collected personal information on.
- Describe your request so we can understand and respond to it.

We cannot respond to your request if we cannot verify your identity. You do not need to create an account with use to make a request.

Response timing and format

We will respond to requests within 45 calendar days of receipt. If you have an account with us, we will respond to that account. If you do not have an account with us, we will deliver our written response to you by mail or electronically, at your option. Our response will address the 12 months prior. If applicable, we will provide the reason why we cannot comply with your request. We do not charge a fee to respond to a request unless it is excessive, repetitive, or unfounded. If a fee is warranted, we will let you know the fee before processing your request. Some communications, such as emails informing you of new features, may be unsubscribed to via the unsubscribe link in the email.

Non-discrimination

We will not discriminate against you for exercising any of your California Privacy rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you different prices or rates for goods or services.
- Provide you with a different level or quality of goods or services.
- Suggest that you may receive a different price or level of quality for goods or services.

California Civil Code Section §1798.83 permits users of the site or services who are California residents to request certain information regarding CIA's disclosure of personal information to third parties for their direct marketing purposes. To make such a request, please send an email to Nicole@businessmindscollaborative.com with "Request for California Privacy Information" in the subject line and in the body of your message. We will provide the requested information to you in your email address in response.

General data protection act

Your personal information may be stored and processed in any country where we have facilities or where we engage third-party service providers. By using the services, you agree to the transfer of information to countries outside your country of residence. Those countries may have different data protection rules. While such information is outside of the United States, it is subject to the disclosure laws of those countries. We comply with GDPR requirements and provide protection for transferring personal information from the EU/EEA to another country.

Under the GDPR, you may be entitled to additional rights, including: (i) the right to withdraw consent for processing personal information; (ii) the right to access your personal information; (iii) the right to object to unlawful data processing; (iv) the right to erasure of personal information about you; (v) the right to demand that we restrict processing of your personal information, if you believe we have exceeded the legitimate basis for processing, processing is no longer necessary, or believe your personal information is inaccurate; (vi) the right to data portability of personal information; (vii) the right to object to decisions taken by automated means; and (viii) the right to lodge a complaint with data protection authorities. If you want to learn more about your rights under the GDPR, you can visit the [European Commission's page on Data Protection](#).

We may occasionally communicate with you regarding our products, services, news, and events. You don't have to receive this information. We provide an opt-out function within all email communications and will cease to communicate with you for a certain purpose if you contact us and tell us not to communicate that information to you. The only communications you may not "opt-out" of are those required to communicate announcements related to the services, including information specific to your account, planned services suspensions, and outages. We will attempt to minimize this type of communication to you. You can change your contact information by clicking "Account" in the global navigation bar.

Cookies

A cookie is a file containing small amounts of information that is downloaded to an internet enabled device like your computer, smartphone, or tablet when you visit a website. The cookies we use make the site easier to use, deliver a personalized experience for you, and help us understand what information and advertising is most useful to our users. Cookies also help speed up your future activities and experiences on the site.

You may refuse to accept browser cookies by activating the appropriate setting on your browser. However, if you select this setting you may be unable to access certain parts of the site. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you direct your browser to the site.

Credit

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