

BALANCED NETWORKING FOR ENTREPRENEURS

MEMBERSHIP TERMS OF SERVICE

THE PARTIES

This Online Membership Agreement (hereinafter, "Agreement") is made and entered between Murgio Enterprises LLC and Member ("Member," collectively "Parties").

SECTION 1. MEMBERSHIP

1.1 This Agreement forms a legally binding agreement between Member and Murgio Enterprises LLC and governs the Member's access and use of the Balanced Networking website and any services thereon (collectively the "Membership Services"). Murgio Enterprises LLC will also provide the participant materials that may assist in your participation in the Membership ("Materials") in addition to Membership Services. Hereinafter "you" or any third-party pronouns will be referred to as "Member."

SECTION 2. MEMBERSHIP SERVICES

2.1 Membership Services, Features and Materials are as follows:
[All Members to the Membership will have access to the following:]

- 2.1.1 [A Facebook group specifically designed for the Membership]
- 2.1.2 [A paid monthly virtual networking meeting]
- 2.1.3 [Any other paid and/or free events]

SECTION 3. MEMBER ASSENT & ACCEPTANCE

3.1 By purchasing and participating in the Membership, you warrant that you have read and reviewed this Agreement and that you agree to be bound by it. If you do not agree to be bound by this Agreement, please cease your participation in the Membership immediately. If you do so after purchase, you will not be entitled to any refund. Murgio Enterprises LLC only agrees to provide the Membership to you if you assent to this Agreement.

SECTION 4. MEMBER REGISTRATION

4.1 Member Information. As a participant in the Membership, you will be asked to register with us. When you do so, you will choose a user identifier, which may be your email address or another term. You may also provide personal information, including, but not limited to, your name. You are responsible for ensuring the accuracy of this information. This identifying information will enable you to participate in the Membership. You must not share such identifying information with any third party, and if you discover that your identifying information has been compromised, you agree to notify us immediately in writing. Email notification will

suffice. You are responsible for maintaining the safety and security of your identifying information as well as keeping us apprised of any changes to your identifying information. When you register for a meeting, you agree to be added to the Balanced Networking For Entrepreneurs mailing list (which is used strictly for membership and meeting information and news).

4.2. Billing Information. The billing information you provide us, including credit card, billing address, and other payment information, is subject to the same confidentiality and accuracy requirements as the rest of your identifying information. Providing false or inaccurate information or using the Membership or the Website to further fraud or unlawful activity is grounds for immediate termination of this Agreement.

SECTION 5. MEMBER AGE RESTRICTION

5.1 You must be at least 18 (eighteen) years of age to use this Website, participate in the Membership, or access any Services contained herein. By participating in the Membership, you represent and warrant that you are at least 18 years of age and may legally agree to this Agreement. Murgio Enterprises LLC assumes no responsibility or liability for any misrepresentation of your age.

SECTION 6. MEMBERSHIP TERMS

6.1 Information Sharing. The Membership and any of its Materials or Membership Services may not be shared with any party. If we suspect that the Membership Services or Materials are being shared and/or that you have shared your log-in information with any party, we reserve the right to immediately terminate your access to the Membership, in our sole and exclusive discretion.

6.2 Membership Covenants. We do not offer any promises or guarantees about our Membership Services or Materials. You hereby acknowledge and agree:

- 6.2.1 You are solely and exclusively responsible for the choices that you make concerning this Membership, Membership Services, and the Materials contained within it, or any significant changes to your business or life;
- 6.2.2 You are solely and exclusively responsible for your own mental health, physical health, business decisions, and any other actions or inaction you choose to take;
- 6.2.3 We are not liable for any result or non-result or any consequences which may come about due to your participation in the Membership; and,
- 6.2.4 This Membership does not constitute a therapeutic relationship or a medical one. We do not provide therapy or medical services and you are responsible for procuring these services at your own will and discretion if needed.
- 6.2.5 If you share your own confidential information with other Members, such information may no longer be deemed confidential.

SECTION 7. MEMBER INTERACTION

7.1 Murgio Enterprises LLC hereby expressly disclaims any and all responsibility for the actions, interactions, conduct, communications or other relationships of any Members through the Membership Services or otherwise. Organization makes no warranties, representations, guarantees, or other promises or covenants with regard to any Member or their conduct.

Member hereby acknowledges and agrees that Murgio Enterprises LLC is not responsible or liable in any way for Member's interactions with others and that Member's actions and interactions are Member's sole and exclusive responsibility.

SECTION 8. LICENSE TO USE WEBSITE & ACCESS MEMBERSHIP MATERIALS AND SERVICES

8.1 Subject to this Agreement, we grant you a non-exclusive, limited, non-transferable and revocable license to use the Materials solely in connection with your participation in the Membership and your use of the Website. The Materials may not be used for any other purpose, and this license terminates upon your completion of the Membership, your cessation of use of the Membership or the Website, or at the termination of this Agreement.

SECTION 9. INTELLECTUAL PROPERTY

9.1 You agree that the Materials, the Membership Services, the Website, and any other Services provided by Murgio Enterprises LLC are the property of Murgio Enterprises LLC, including all copyrights, trademarks, trade secrets, patents, and other intellectual property ("Networking IP"). You agree that Murgio Enterprises LLC owns all right, title and interest in and to the Networking IP and that you will not use the Networking IP for any unlawful or infringing purpose. You agree not to reproduce or distribute the Networking IP in any way, including electronically or via registration of any new trademarks, trade names, service marks or Uniform Resource Locators (URLs), without express written permission from Murgio Enterprises LLC.

SECTION 10. CONTENT YOU POST

10.1 [Member Contributions. Through your participation in the Membership and your use of the Website, you may be permitted to post materials to the Membership pages and other parts of the Website ("Member Contributions"). You hereby grant Murgio Enterprises LLC a royalty-free, non-exclusive, worldwide license to copy, display, use, broadcast, transmit and make derivative works of Member Contributions you post. Murgio Enterprises LLC claims no further proprietary rights in your Member Contributions.]

10.2 Member Compliance. You agree to comply with the "Acceptable Use" provision of this Agreement for all Member Contributions that you post, including and especially to not violate the intellectual property rights of any third party through your Membership Contributions.

10.3 Member Intellectual Property. If you feel that any of your intellectual property rights have been infringed or otherwise violated by the posting of information or media by another of our users, please contact us and let us know.

SECTION 11. ACCEPTABLE USE

11.1 Acceptable Use. You agree not to use the Membership or the Website for any unlawful purpose or any purpose prohibited under this clause. You agree not to use the Membership, Membership Services, Materials or the Website in any way that could damage the Membership, Website, Services, or general business of Murgio Enterprises LLC .

You further agree not to use the Membership or the Website:

- 11.1.1 To harass, abuse, or threaten others or otherwise violate any person’s legal rights;
- 11.1.2 To violate any intellectual property rights of Murgio Enterprises LLC or any third party;
- 11.1.3 To upload or otherwise disseminate any computer viruses or other software that may damage the property of another;
- 11.1.4 To perpetrate any fraud;
- 11.1.5 To engage in or create any unlawful gambling, sweepstakes, or pyramid scheme;
- 11.1.6 To publish or distribute any obscene or defamatory material;
- 11.1.7 To publish or distribute any material that incites violence, hate, or discrimination towards any group; and,
- 11.1.8 To unlawfully gather information about others.
- 11.1.9 To be anything but a good person.

SECTION 13. PAYMENT & FEES

13.1 Fees. Membership Fees (“Fees”) applicable to the Membership Services and Materials are as follows: \$400 [as of January 2024].

13.2 Payment Structure. Payment is structured as follows: One payment paid in full. Monthly options ARE available by request.

13.3 Payment Date. If payment is not completed immediately for a new Membership enrollment, you will forfeit your place in the Membership.

SECTION 14. THIRD-PARTY RESOURCES

14.1 We may provide links to third-party websites. Some of the links provided through the Site may be affiliate links controlled by third parties or links to products and services for which Murgio Enterprises LLC earns an affiliate fee, referral fee, or commission. Murgio Enterprises LLC shall use reasonable efforts to provide notice of any affiliate relationship to a link on the

Membership Site. By clicking on an affiliate link on the Membership Site or related communications, you expressly accept liability for any and all consequences of visiting the third-party Website or purchasing those goods or services.

SECTION 15. NO LIABILITY

15.1 The Membership and Website are provided for informational purposes only. You acknowledge and agree that any information posted during the Membership Services, in the Materials, or on the Website is not intended to be legal advice, medical advice, or financial advice, and no fiduciary relationship has been created between you and us. You further agree that your participation in the Membership is at own risk. We do not assume responsibility or liability for any advice or other information given in the Membership, in the Materials, or on the Website.

SECTION 16. REVERSE ENGINEERING & SECURITY

16.1 You agree not to undertake any of the following actions:

- 16.1.1 Reverse engineer, or attempt to reverse engineer or disassemble any code or software from or on the Membership Services, Materials, or Website; and
- 16.1.2 Violate the security of the Membership or Website through any unauthorized access, circumvention of encryption or other security tools, data mining or interference to any host, user, or network.

SECTION 17. DATA LOSS

17.1 We do not assume or accept responsibility for the security of your account or content. You agree that your participation in the Membership or use of the Website is at your own risk.

SECTION 18. INDEMNIFICATION

18.1 You agree to defend and indemnify Murgio Enterprises LLC and any of our affiliates (if applicable) and hold us harmless against any and all legal claims and demands, including reasonable attorney's fees, which may arise from or relate to your participation in the Membership, your use or misuse of the Website, your breach of this Agreement, or your conduct or actions.

SECTION 19. SPAM POLICY

19.1 You are strictly prohibited from using Membership for illegal spam activities, including gathering email addresses and personal information from others or sending any mass commercial emails.

SECTION 20. MODIFICATION & VARIATION

20.1 We may, from time to time and at any time without notice to you, modify this Agreement.

You agree that we have the right to modify this Agreement or revise anything contained herein. You further agree that all modifications to this Agreement are in full force and effect immediately upon posting on the Website and that modifications or variations will replace any prior version of this Agreement unless prior versions are specifically referred to or incorporated into the latest modification or variation of this Agreement.

To the extent any part or sub-part of this Agreement is held ineffective or invalid by any court of law, you agree that the prior, effective version of this Agreement shall be considered enforceable and valid to the fullest extent.

SECTION 21. ENTIRE AGREEMENT

21.1 This Agreement constitutes the entire understanding between the Parties with respect to the Membership. This Agreement supersedes and replaces all prior or contemporaneous agreements or understandings, written, or oral.

SECTION 22. SERVICE INTERRUPTIONS

22.1 We may need to interrupt your access to the Membership to perform maintenance or emergency services on a scheduled or unscheduled basis. You agree that your access to the Membership and/or Website may be affected by unanticipated or unscheduled downtime, for any reason, but that we shall have no liability for any damage or loss caused as a result of such downtime.

SECTION 23. TERM, TERMINATION & SUSPENSION

23.1 We may terminate this Agreement with you at any time for any reason, with or without cause. We specifically reserve the right to terminate this Agreement if you violate any of the terms outlined herein, including, but not limited to, violating the intellectual property rights of us or a third party, failing to comply with applicable laws or other legal obligations, and/or publishing or distributing illegal material. You may also terminate this Agreement at any time by contacting us and requesting termination. At the termination of this Agreement, any provisions that would be expected to survive termination by their nature shall remain in full force and effect.

Please be advised that terminating this Agreement does not entitle you to a refund on any monies spent with us.

SECTION 24. NO WARRANTIES

24.1 MURGIO ENTERPRISES LLC MAKES NO WARRANTIES AS TO THE MEMBERSHIP OR MATERIALS. MEMBER AGREES THAT MEMBERSHIP AND MATERIALS ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, MURGIO ENTERPRISES LLC DISCLAIMS ALL WARRANTIES,

EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. MURGIO ENTERPRISES LLC DOES NOT WARRANT THAT THE MEMBERSHIP OR MATERIALS WILL BE FUNCTIONAL, UNINTERRUPTED, CORRECT, COMPLETE, APPROPRIATE, OR ERROR-FREE. MURGIO ENTERPRISES LLC DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF OUR MEMBERSHIP OR MATERIALS.

SECTION 25. LIMITATION ON LIABILITY

25.1 We are not liable for any damages that may occur to you as a result of your participation in the Membership or your use of the Website, to the fullest extent permitted by law, as noted above. This section applies to any and all claims by you, including, but not limited to, lost profits or revenues, consequential or punitive damages, negligence, strict liability, fraud, or torts of any kind.

SECTION 27. GENERAL PROVISIONS

27.1 LANGUAGE: All communications made, or notices given pursuant to this Agreement shall be in the English language.

27.2 JURISDICTION, VENUE & CHOICE OF LAW: Through your participation in the Membership and your use of the Website, you agree that the laws of MASSACHUSETTS shall govern any matter or dispute relating to or arising out of this Agreement, as well as any dispute of any kind that may arise between you and us, with the exception of its conflict of law provisions. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature. You hereby waive the right to any objection of venue, including assertion of the doctrine of forum non conveniens or similar doctrine.

27.3 ARBITRATION: In case of a dispute between the Parties relating to or arising out of this Agreement, the Parties shall first attempt to resolve the dispute personally and in good faith. If these personal resolution attempts fail, the Parties shall then submit the dispute to binding arbitration. The arbitration shall be conducted by a single arbitrator, and such arbitrator shall have no authority to add Parties, vary the provisions of this Agreement, award punitive damages, or certify a class. The arbitrator shall be bound by applicable and governing Federal law as well as the law of the following state: Massachusetts. Each Party shall pay their own costs and fees. Claims necessitating arbitration under this section include, but are not limited to: contract claims, tort claims, claims based on Federal and state law, and claims based on local laws, ordinances, statutes or regulations. Intellectual property claims by us will not be subject to arbitration and may, as an exception to this subpart, be litigated. The Parties, in agreement with this sub-part of this Agreement, waive any rights they may have to a jury trial in regard to arbitral claims.

27.4 ASSIGNMENT: This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by you. Should this Agreement, or the rights granted hereunder, be assigned, sold, leased or otherwise transferred by Murgio Enterprises LLC, the rights and liabilities of Murgio Enterprises LLC will bind and inure to any assignees, administrators, successors, and executors.

27.5 SEVERABILITY: If any part or sub-part of this Agreement is held invalid or unenforceable by a court of law or competent arbitrator, the remaining parts and sub-parts will be enforced to the maximum extent possible. In such condition, the remainder of this Agreement shall continue in full force.

27.6 NO WAIVER: In the event that we fail to enforce any provision of this Agreement, this shall not constitute a waiver of any future enforcement of that provision or of any other provision. Waiver of any part or sub-part of this Agreement will not constitute a waiver of any other part or sub-part

27.7 HEADINGS FOR CONVENIENCE ONLY: Headings of parts and subparts under this Agreement are for convenience and organization, only. Headings shall not affect the meaning of any provisions of this Agreement.

27.8 NO AGENCY, PARTNERSHIP OR JOINT VENTURE: No agency, partnership, or joint venture has been created between the Parties as a result of this Agreement. No Party has any authority to bind the other to third parties.

27.9 FORCE MAJEURE: We are not liable for any failure to perform due to causes beyond our reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.

27.10 [ELECTRONIC COMMUNICATIONS PERMITTED: Electronic communications are permitted to both Parties under this Agreement via email. For any questions or concerns, please email us at the following address: balancednetworking@gmail.com].

The Parties acknowledge that they have read this Membership Agreement and agree to be bound by the terms and conditions set forth above.