

Terms of Use

BS GLOBAL INVESTMENT 365 later known as BS GI 365

1. Acceptance of Terms

The Service is offered subject to acceptance without modification of all of the terms of this Agreement, including the Privacy Policy and any document incorporated by reference. Policies published by BS GI 365 from time to time or additional terms (for example, the terms applicable to service providers such as VersaPay) are incorporated by reference. Such policies and terms may be updated from time to time by service providers, or by BS GI 365 in accordance with Section 2 below.

You represent and warrant that if you are an individual, you are of legal age to form a binding contract, and that all registration information you submit is accurate and truthful. BS GI 365 may, in its sole discretion, refuse to offer the Service to any person or entity and change its eligibility criteria at any time. This provision is void where prohibited by law and the right to access the Service is revoked in such jurisdictions.

2. Modification of Terms of Use

BS GI 365 reserves the right, at its sole discretion, to modify or replace any of the Terms of Use, or change, suspend, or discontinue the Service (including without limitation, the availability of any feature, database, or content) at any time by posting a notice on the Site or by sending you an email. BS GI 365 may also impose limits on certain features and services or restrict your access to parts or all of the Service without notice or liability. It is your responsibility to check the Terms of Use periodically for changes. Your continued use of the Service following the posting of any changes to the Terms of Use constitutes acceptance of those changes.

3. Acceptable Use

As a condition of use, you promise not to use the Service for any purpose that is prohibited by the Terms of Use. You are responsible for all of your activity in connection with the Service. For purposes of the Terms of Use, the term "Content" includes, without limitation, any User Submissions (defined below), videos, audio clips, written forum comments, information, data, text, photographs, software, scripts, graphics, and interactive features generated, provided, or otherwise made accessible by BS GI 365 or its partners on or through the Service.

By way of example, and not as a limitation, you shall not (and shall not permit any third party to) upload, download, post, submit, provide or otherwise distribute or facilitate distribution of any Content on or through the Service, including without limitation any User Submission, that:

- (a) infringes any patent, trade-mark, trade secret, copyright, right of publicity or other right of any other person or entity or violates any law or contractual duty;
- (b) you know is false, misleading, untruthful or inaccurate;
- (c) is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, offensive, or profane;
- (d) constitutes unsolicited or unauthorized advertising or promotional material or any junk mail, spam or chain letters;

(e) contains software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data, password or other information of BS GI 365 or any third party;

(f) impersonates any person or entity, including any employee or representative of BS GI 365; or

(g) would thereby render all or any part of any investment made hereunder non-receiptable by a registered charity under applicable law; nor shall you take any other action that causes any of the foregoing.

Additionally, you shall not: (i) take any action that imposes or may impose (as determined by BS GI 365 in its sole discretion) an unreasonable or disproportionately large load on BS GI 365 (or its third party providers') infrastructure; (ii) interfere or attempt to interfere with the proper working of the Service or any activities conducted on the Service; (iii) bypass any measures BS GI 365 may use to prevent or restrict access to the Service (or other accounts, computer systems or networks connected to the Service); (iv) run Maillist, Listserv, any form of auto-responder or "spam" on the Service; or (v) use manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Site.

You shall not (directly or indirectly): (i) decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Service, except to the limited extent applicable laws specifically prohibit such restriction, (ii) modify, translate, or otherwise create derivative works of any part of the Service, or (iii) copy, rent, lease, distribute, or otherwise transfer any of the rights that you receive hereunder. You shall abide by all applicable local, state/provincial, national and international laws and regulations.

4. Registration

You may browse the Site and view Content without registering, but as a condition to using certain aspects of the Service, you may be required to register with BS GI 365 and select a password and screen name ("User ID"). You shall provide accurate, complete, and updated registration information. Failure to do so shall constitute a breach of the Terms of Use, which may result in immediate termination of your BS GI 365 account.

You shall not (i) select or use as a User ID or domain a name of another person with the intent to impersonate that person; (ii) use as a User ID or domain a name subject to any rights of a person other than you without appropriate authorization; or (iii) use as a User ID or domain a name that is otherwise offensive, vulgar or obscene. BS GI 365 reserves the right to refuse registration of, or cancel a User ID and domain in its sole discretion. You are solely responsible for activity that occurs on your account and shall be responsible for maintaining the confidentiality of your BS GI 365 password. You shall never use another user's account without such other user's express permission. You will immediately notify BS GI 365 in writing of any unauthorized use of your account, or other account related security breach of which you are aware.

5. Third Party Site

The Service may permit you to link to other websites or resources on the Internet, and other websites or resources may contain links to the Site. When you access third party websites, you do so at your own risk. These other websites are not under BS GI 365 control, and you acknowledge that BS GI 365 is not responsible or liable for the content, functions, accuracy,

legality, appropriateness or any other aspect of such websites or resources. The inclusion of any such link does not imply endorsement by BS GI 365 or any association with its operators. You further acknowledge and agree that BS GI 365 shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such Content, goods or services available on or through any such website or resource.

6. Content and License

You agree that the Service contains Content specifically provided by BS GI 365 or its partners and that such Content may be protected by copyrights, trade-marks, patents, trade secrets or other proprietary rights and laws in Dominican Republic and elsewhere. You shall abide by and maintain all copyright notices, information, and restrictions contained in any Content accessed through the Service.

7. Third Party Intellectual Property — Copyright Notifications

BS GI 365 respects the intellectual property of others, and we ask our users to do the same. BS GI 365 may, in appropriate circumstances and at its discretion, terminate the accounts of users who infringe the intellectual property rights of others. BS GI 365 will remove infringing materials in accordance with the applicable laws if properly notified that Content infringes copyright.

Notifying BS GI 365 of Copyright Infringement: To provide BS GI 365 notice of an infringement, you must provide a written communication to the attention of "Copyright Notification Dept." care of support@bsgi365.com that sets forth the information reasonably required by BS GI 365.

Please note that we may post your notification, with personally identifiable information redacted, to a clearinghouse. Please also note that you may be liable for damages (including costs and legal fees) if you materially misrepresent that an activity is infringing your copyright.

Providing BS GI 365 with Counter-Notification: If you feel that your material does not constitute infringement, you may provide BS GI 365 with a counter notification by written communication to the attention of "Copyright Notification Dept." at support@bsgi365.com that sets forth the information reasonably required by BS GI 365. Please note that you may be liable for damages (including costs and legal fees) if you materially misrepresent that an activity is not infringing the copyrights of others. If you are uncertain whether an activity constitutes infringement, we recommended seeking advice of counsel.

Any person who knowingly materially misrepresents that material or activity is infringing or was removed or disabled by mistake or misidentification may be subject to liability.

8. Intellectual Property Rights — Project Organizers & User Submissions

The Service provides you with the ability upload your Content to the Site. As a Project Organizer, you represent and warrant that you have all necessary rights and licenses to submit and upload such Content to the Site, and to make it available in connection with the Service. BS GI 365 will not have any ownership rights in Content submitted by you. However, BS GI 365 needs the following license to perform the Service. You hereby grant to BS GI 365 the worldwide, non-exclusive, royalty-free, right to publish and host the Content that you submit in connection with the Service.

The Service may provide users with the ability to add, create, upload, submit, distribute, collect, or post Content to the Site (collectively, the "User Submissions"). As a user, you represent and

warrant that you have all necessary rights and licenses to submit and upload such User Submissions to the Site, and to make it available in connection with the Service. BS GI 365 will not have any ownership rights in such User Submissions. However, BS GI 365 needs the following license to perform the Service. You hereby grant to BS GI 365 the worldwide, non-exclusive, royalty-free, right to publish and host such User Submissions that you submit in connection with the Service.

BS GI 365 does not endorse and has no control over any Content or User Submission. BS GI 365 cannot guarantee the authenticity of any data that users may provide about themselves. You acknowledge that all Content and User Submissions accessed by you using the Service is at your own risk and you will be solely responsible for any damage or loss to any party resulting therefrom.

BS GI 365 does not guarantee that any Content or User Submissions will be made available on the Site or through the Service. BS GI 365 has no obligation to monitor the Site, Service, Content, or User Submissions. However, BS GI 365 reserves the right to (i) remove, edit or modify any Content or User Submissions in its sole discretion, from the Site or Service at any time, without notice to you and for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content or if BS GI 365 is concerned that you may have violated the Terms of Use), or for no reason at all and (ii) to remove or block any User Submissions from the Service.

9. Termination

BS GI 365 may terminate your access to all or any part of the Service at any time, with or without cause, with or without notice, effective immediately, which may result in the forfeiture and destruction of all information associated with your membership. If you wish to terminate your account, you may do so by following the instructions on the Site. Any fees paid hereunder are non-refundable. All provisions of the Terms of Use which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

10. Warranty Disclaimer

BS GI 365 has no special relationship with or fiduciary duty to you. You acknowledge that BS GI 365 has no control over, and no duty to take any action regarding: which users gain access to the Site; what Content you access via the Site; what effects the Content may have on you; how you may interpret or use the Content; or what actions you may take as a result of having been exposed to the Content.

You release BS GI 365 from all liability for you having acquired or not acquired Content through the Site. The Site may contain, or direct you to websites containing, information that some people may find offensive or inappropriate.

BS GI 365 makes no representations concerning any Content contained in or accessed through the Site, and BS GI 365 will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Site or the Service.

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" AND IS WITHOUT WARRANTY OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES OR CONDITIONS IMPLIED

BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. BS GI 365, AND ITS DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, PARTNERS AND CONTENT PROVIDERS DO NOT WARRANT THAT: (A) THE SERVICE WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (B) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (C) ANY CONTENT OR SOFTWARE AVAILABLE AT OR THROUGH THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (D) THE RESULTS OF USING THE SERVICE WILL MEET YOUR REQUIREMENTS. YOUR USE OF THE SERVICE IS SOLELY AT YOUR OWN RISK.

SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. BS GI 365 MAKES NO GUARANTEE OF CONFIDENTIALITY OR PRIVACY OF ANY COMMUNICATION OR INFORMATION TRANSMITTED ON THE SITE OR ANY WEBSITE LINKED TO THE SITE.

BS GI 365 will not be liable for the privacy of email addresses, registration and identification information, disk space, communications, confidential or trade-secret information, or any other Content stored on BS GI 365 equipment, transmitted over networks accessed by the Site, or otherwise connected with your use of the Service.

11. Indemnification

You shall defend, indemnify, and hold harmless BS GI 365, its affiliates and each of its, and its affiliates' employees, contractors, directors, suppliers and representatives from all liabilities, claims, and expenses, including reasonable attorneys' fees, that arise from or relate to your use or misuse of, or access to, the Site, Service, Content or otherwise from your User Submissions, violation of the Terms of Use, or infringement by you, or any third party using your account, of any intellectual property or other right of any person or entity. BS GI 365 reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with BS GI 365 in asserting any available defenses.

12. Limitation of Liability

IN NO EVENT SHALL EQUIVESTO, NOR ITS DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SERVICE (I) FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, SUBSTITUTE GOODS OR SERVICES (HOWEVER ARISING), (II) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGIN), OR (III) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) ONE-HUNDRED U.S. DOLLARS (\$100.00). SOME STATES AND PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

13. International

Accessing the Service is prohibited from territories where such Content is illegal. If you access the Service from other locations, you do so at your own initiative and are responsible for compliance with local laws.

14. Electronic Delivery/Notice Policy and Your Consent

By using the Services, you consent to receive from BS GI 365 all communications including notices, agreements, legally required disclosures or other information in connection with the Services (collectively, "Contract Notices") electronically. BS GI 365 may provide such electronic Contract Notices by posting them on the BS GI 365 Site. If you desire to withdraw your consent to receive Contract Notices electronically, you must discontinue your use of the BS GI 365 Site and Services.

15. Governing Law

These Terms of Service (and any further rules, policies or guidelines incorporated by reference herein) shall be governed by and construed in accordance with the laws of the Province of Santo Domingo, without giving effect to any principles of conflicts of law. You agree that BS GI 365 (and all Services) is deemed a passive website that does not give rise to personal jurisdiction over BS GI 365 or its respective parents, subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers or shareholders, either specific or general, in any jurisdiction other than the Province of Dominican Republic.

You agree that any action at law or in equity arising out of or relating to these terms, or your use or non-use of the Services, shall be filed only in the provincial courts located in Santo Domingo Guzman or federal courts located in Santo Domingo and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action. You hereby irrevocably waive any right you may have to trial by jury in any such dispute, action or proceeding.

16. Integration and Severability

The Terms of Use are the entire agreement between you and BS GI 365 with respect to the Service and use of the Site, and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and BS GI 365 with respect to the Site. If any provision of the Terms of Use is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Terms of Use will otherwise remain in full force and effect and enforceable. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

17. Miscellaneous

BS GI 365 shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond BS GI 365 reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation (including "line-noise" interference). The Terms of Use are personal to you, and are not assignable or transferable by you except with BS GI 365 prior written consent. BS GI 365 may assign, transfer or delegate any of its rights and obligations hereunder without consent. No agency, partnership, joint venture, or employment relationship is created as a result of the Terms of Use and neither party has any authority of any kind to bind the other in any respect. In any action or proceeding to enforce rights under the Terms of Use, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under the Terms of Use will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service.