



1300 Division Road, Suite 102,
West Warwick, RI 02893
(401) 381-0600

If you have questions or require assistance to complete the form, please reach out to your Blood Centers of America contact. Please return this form by saving the document and manually sending it to AdTherapiesbilling@bca.coop. Please allow 2-3 business days for the approval link to be sent via email for the LRS Chamber portal customer registration.

Customer Intake Form

Date: _____

Company Name: _____

Company Address: _____

City and State: _____ **Zip Code:** _____

Type of Business (Check One): Corporation Partnership Sole Proprietorship Non-Profit
 Government Other

Tax ID#: _____ **Years in Operation:** _____

D&B#: _____

Products Requested:

- I understand and agree that all products I purchase through this account or portal are for non-clinical, in vitro RESEARCH USE ONLY and are not to be used under any circumstances, on their own, as part of, or to produce any product, on or in humans.

Check this box indicating YES you agree to these terms.



1300 Division Road, Suite 102,
West Warwick, RI 02893
(401) 381-0600

Business Profile

Business Contact Information

Primary Contact Person: _____

Phone Number: _____

E-mail: _____

Billing Information

Invoice Payment Term is due upon Receipt (Please check one payment method):

Credit Card (A service charge of 3% will be applied to all credit card payments)

Paper Check (Please send check to the following BCA Lockbox address)

BCA Lock Box Address:

**PO Box 84-5732
Boston MA 02284-5732**

E-mail (Please provide an email address where you'd like the invoice to be sent):

Bank Reference

Bank Name:

Address:

Contact Person:

Phone:



1300 Division Road, Suite 102,
West Warwick, RI 02893
(401) 381-0600

Trade Reference

REFERENCES – List Three Vendors you are currently doing business with (include Contact and Telephone Number):

1.

2.

3.

Please Read: I hereby certify that the information contained herein is complete and accurate. This information has been furnished with the understanding that it is to be used to determine the amount and conditions of the credit to be extended. Furthermore, I hereby authorize the financial institutions listed in this credit application to release necessary information to the company for which credit is being applied for in order to verify the information contained herein.



1300 Division Road, Suite 102,
West Warwick, RI 02893
(401) 381-0600

CUSTOMER TERMS & CONDITIONS

Blood Centers of America

Materials for Online Sale of Non-Clinical, *in vitro*, Blood-Derived Products

Point-of-Purchase Disclaimer

These materials are sold for use only in non-clinical, *in-vitro* research and are not suitable for use in human or animal, whether through consumption, injection, or otherwise. These materials are not licensed or intended for use in transfusion, maintenance or preservation of tissues used for medical purposes, manufacturing of product that may be used in humans or animals, or for the diagnosis or treatment of illness or injury.

We recommend handling any biological materials with standard precautions as if capable of spreading infectious disease. Buyer must assume that such blood components carry the risk of transmitting diseases. Buyer represents and warrants that it is aware of the potentially hazardous nature of these blood components and the necessity to use safe practices for their handling and disposal. Buyer further agrees that it has the responsibility of notifying those people under its direction and control, including its employees, agents, volunteers and contractors, who handle these blood components to protect themselves from exposure to such risks. Please be aware the image pictured is for illustrative purposes only, and product packaging and appearance may vary.

Point-of-Purchase Check Boxes (Please check each box)

I have read and agree to the Terms and Conditions of Sale.

I consent to being contacted by Blood Centers of America or its representatives regarding my purchase.

I understand and agree that the materials that I purchase are for non-clinical, *in vitro* research use only and are not suitable for use in humans or animals, in manufacturing products for use in humans or animals, manufacturing of commercial or investigational products, or for *in vitro* diagnostic use.

I understand and agree that I will obtain Institutional Review Board approval to use biological products received hereunder, as applicable.

Point-of-Purchase Terms and Conditions

These Terms and Conditions of Sale (the “**Agreement**”) set forth the terms and conditions that apply to all sales of goods and services by means of an online order (a “**PO**”) received by Blood Centers of America, Inc. (“**Seller**”) to the individual or entity identified in the PO as the buyer (“**Buyer**”) (such goods, “**Products**”). Where an individual purchases Products on behalf of or for use by an entity, such entity shall be considered the Buyer. Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Products, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms and Conditions of Sale.

1. **Agreement.** By submitting a PO, Buyer shall be bound by the provisions of this Agreement, whether Buyer acknowledges or otherwise signs this Agreement, unless Buyer expressly objects to such terms in writing prior to accepting the Products. This Agreement may not be added to, modified, superseded, or



1300 Division Road, Suite 102,
West Warwick, RI 02893
(401) 381-0600

otherwise altered, except in writing signed by an authorized representative of Seller. Seller shall not be bound by any different or additional terms or conditions (a) contained in any pre-printed forms, online agreements, or in any other documents or communications issued by Buyer, or (b) arising from prior courses of dealing, usages of trade, or verbal agreements not reduced to writing and signed by Seller.

2. Use of Products; Compliance with Law.

- a. Buyer agrees that the Products shall not be used, stored, or handled in any manner or for any purpose that violates applicable standards of research ethics, U.S. Food and Drug Administration (“FDA”) rules and regulations, or any other federal, state municipal, or foreign laws, rules, or regulations.
- b. Buyer agrees that the Products are for non-clinical *in-vitro* research use only and are not for human or animal consumption or injection, or for personal use. ***No Products may be used in humans or animals, or to manufacture products that may be used in humans or animals, whether by consumption, injection, or otherwise.***
- c. Buyer understands that, unless otherwise explicitly stated on the labeling provided with the Product, Products do not satisfy FDA or other regulatory requirements for transfusable products, manufacturing of commercial or investigational products, or for *in vitro* diagnostic use.
- d. Buyer will not contact or make any effort to identify individuals who are or may be the source of biological Products without specific written approval from Seller. Blood components provided will be labeled with a unique donation or specimen number, but Seller will not provide any donor identifying or protected health information to Buyer.
- e. Buyer is not licensed to, and agrees not to: (a) resell, transfer, or distribute any Products, directly or indirectly to any third party for any purpose or use, unless otherwise authorized by Seller in writing; (b) export, re-export, or otherwise remove Products from the United States of America.
- f. Buyer will comply with all laws, rules, and regulations applicable to the handling, use, and disposal of biological products received hereunder, regardless of the results of any routine donor screening. Buyer acknowledges that some of the Products may be hazardous or could otherwise present a safety risk. Buyer agrees to use, store and otherwise handle the Products with such care and taking such safety precautions as is necessary or appropriate in each case.
- g. As appropriate, Buyer will obtain Institutional Review Board approval to use biological products received hereunder.

3. Changes; Delays. Delivery times cannot be guaranteed. Seller may, at any time, make changes in the specifications, designs, drawing, samples, qualities, prices, terms, conditions, requirements or descriptions to which Products are to conform. If any such change causes an increase or decrease in the cost or value of Products purchased by Buyer, Buyer may request an adjustment to the price paid by Buyer in accordance with Section 6 of this Agreement (Inspection). Seller’s consent to any such request shall not be unreasonably withheld. Nothing in this clause shall excuse Buyer from proceeding without delay to perform the PO as changed.

4. Cancellations. A PO constitutes a firm offer and may not be revoked or cancelled at any time by Buyer. Seller’s communication of a receipt, order confirmation, or similar to Buyer serves solely to acknowledge Seller’s receipt of the PO and does not constitute acceptance thereof by Seller. Seller hereby reserves the right to, at any time and in Seller’s sole discretion, delay or reschedule any delivery or cancel all or part of any PO. Seller shall not be subject to any charges or other fees as a result of such cancellation. Notwithstanding anything herein to the contrary, Buyer agrees that Seller may cancel any PO or adjust the quantity of Products or Services ordered pursuant to reasonable limits imposed by the



1300 Division Road, Suite 102,
West Warwick, RI 02893
(401) 381-0600

Seller based on the amount of services requested, the availability of Seller's time and staff, and the availability of conforming Products. Notwithstanding anything herein to the contrary, Buyer will be refunded any amounts paid by Buyer for any order, or any portion of an order, that is cancelled by Seller.

- 5. Shipment and Delivery.** Products may be shipped by any blood center with which Seller contracts for the collection and delivery of Products (each such blood center, a "Blood Center"). No Blood Center is a party to this Agreement, and nothing in this Agreement shall be read to create a contractual or similar relationship between Buyer and any Blood Center. Products shall be shipped using a carrier of Seller's or the shipping Blood Center's choice. Buyer acknowledges that the Blood Center bears all title to, and risk of loss of, Products to be shipped by the Blood Center until such Products are in the possession of courier. Products may be shipped in installments. Seller is not responsible for any damage to Products that occur during shipment or delivery. Seller shall make a commercially reasonable attempt to deliver the Products, but any estimated delivery dates provided by Seller are estimates only and are not guaranteed. Seller accepts no liability whatsoever to meet such dates and such failure shall not entitle Buyer to repudiate or cancel a PO. If Seller delivers any Products in quantities that are less than the quantities specified in the PO, Buyer shall notify Seller of the discrepancy and Seller shall deliver any allotment of Products that Seller confirms was not delivered to Buyer. If Seller delivers any Products in quantities in excess of the quantities specified in the PO, Buyer shall return the amount of the over-shipment to Seller or notify Seller of Buyer's intention to retain such over-shipment. Buyer shall pay for those quantities of Products actually accepted by Buyer.
- 6. Inspection.** Upon receipt of Products, Buyer shall promptly inspect all Products for damage, defects, non-conformance, or shortages, and notify Seller of any such damage, defect, or shortage. Buyer's failure to notify Seller within 24 hours of delivery (or Buyer's non-receipt the Products in the case of non-delivery) of defects or shortages reasonably discoverable upon inspection will be a waiver of any right to make any claim relating to the defective or missing Products. No returns of Products will be accepted. Seller may request proof of defect or damage as a condition of issuing a refund.
- 7. Limited License.**

 - a. Any sale of a Product that is offered pursuant to a license shall be subject to the license agreement for such Product. Buyer understands and agrees that, except as expressly set forth in this Agreement (or in the Seller-provided license specific to a particular Product), no right or license to any patent or other intellectual property owned or licensable by Seller is conveyed or implied by this Agreement.
 - b. This limited license only permits the Buyer to use the Products in accordance with local laws and regulations in Buyer's normal course of business.
 - c. Buyer acknowledges that Products may not have the approval or clearance of the FDA and/or any other applicable regulatory authority or any clearance or registration for *in vitro* diagnostic use. No license is conveyed or implied for Buyer to use, and Buyer agrees not to use, such Products in any manner requiring FDA or other regulatory approval, clearance or registration relating to *in vitro* diagnostic use.
- 8. Intellectual Property.** Buyer shall immediately notify Seller in writing of any intellectual property claim against Seller in relation to the Products. In the event that Seller chooses to defend the claim, Buyer shall (i) not admit any liability or take any action in connection with the claim, (ii) give Seller sole control of the defense or settlement of any such claim, (iii) provide reasonable information and assistance in such defense. If Seller concludes that the Products infringe the intellectual property rights



1300 Division Road, Suite 102,
West Warwick, RI 02893
(401) 381-0600

of a third party, Seller may in its sole discretion (i) secure the right for Buyer to continue use of the Products, (ii) replace the Products with similar Products, or (iii) require Buyer to return the products and provide Buyer with a refund of the purchase price, with a deduction in a reasonable amount for any use of the Products by Buyer. Buyer agrees to reference Seller in accordance with customary scientific practice and Buyer's standard practice as the source of the biological products and/or services in any scholarly or industry publication arising from Buyer's use of the Products, unless requested otherwise by Seller.

9. Warranty.

- a. Seller warrants that it has taken or will take reasonable measures to cause Blood Centers to obtain all necessary and appropriate releases from donors of biological Products required for Buyer to use biological Products for research purposes.
- b. Seller warrants that, to Seller's knowledge, the information set forth in the Certificate of Analysis is true and correct.
- c. SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE. Seller's sole and exclusive liability and Buyer's exclusive remedy with respect to products proved to Seller's satisfaction to be defective or nonconforming shall be replacement of such products without charge or refund of the purchase price, in Seller's sole discretion.

10. Limitation on Liability.

- a. SELLER SHALL NOT IN ANY EVENT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND RESULTING FROM ANY USE OR FAILURE OF THE PRODUCT, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE INCLUDING, WITHOUT LIMITATION, LIABILITY FOR LOSS OF USE, LOSS OF WORK IN PROGRESS, DOWN TIME, LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS, LOSS OF PRODUCTS OF BUYER OR OTHER USE OR ANY LIABILITY OF BUYER TO A THIRD PARTY ON ACCOUNT OF SUCH LOSS, OR FOR ANY LABOR OR ANY OTHER EXPENSE, DAMAGE OR LOSS OCCASIONED BY SUCH PRODUCT INCLUDING PERSONAL INJURY OR PROPERTY DAMAGE UNLESS SUCH PERSONAL INJURY OR PROPERTY DAMAGE IS CAUSED BY SELLER'S GROSS NEGLIGENCE.
- b. IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID TO SELLER PURSUANT TO THE APPLICABLE PO GIVING RISE TO THE CLAIM.
- c. For the avoidance of doubt, in no event shall Seller be liable for any personal injury or any other damages arising from or as a result of use, handling, misuse or mishandling of the Products.

11. Indemnification. Buyer shall indemnify, defend and hold harmless Seller and its affiliated blood centers, trustees, directors, officers, employees, and agents (collectively, "**Seller Indemnitees**") from any third-party claim, lawsuit, loss or liability, including attorney's fees and expenses, arising from or related to (i) the transportation, handling, use or disposal of Products by Buyer or its owners, faculty, students, employees, agents, volunteers, or contractors ("**Buyer Personnel**") or any third party to which Buyer Personnel transfers Products, or (ii) any non-compliance with the terms and conditions of this



1300 Division Road, Suite 102,
West Warwick, RI 02893
(401) 381-0600

Agreement by Buyer Personnel, except to the extent that any such claim, lawsuit, loss or liability arises from the gross negligence or intentional misconduct of any Seller Indemnity.

12. **Force Majeure.** Seller shall not be liable for any delay or failure of performance, including without limitation, the failure to deliver or install the Products, where such delay or failure arises or results from any cause beyond the reasonable control of Seller, including but not limited to, flood, unusually severe weather, earthquake or other act of nature, power loss, strike, boycott, or other labor disputes, embargo, governmental regulation, or an inability or delay in obtaining materials. In the event of such delay or failure of performance, Seller shall have such additional time within which to perform its obligations hereunder as may be reasonably necessary under the circumstances.
13. **Governing Law, Jurisdiction and Venue.** This Agreement, and the rights and obligations of the parties hereunder, shall be governed by and interpreted, construed, and enforced in accordance with the laws of the state of Delaware, exclusive of its choice of law rules.
14. **Taxes.** Buyer shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Buyer hereunder.
15. **Miscellaneous.** Buyer may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of Seller. Any assignment or transfer in violation of the foregoing shall be null and void. The relationship between Buyer and Seller is that of buyer and seller. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between Seller and Buyer, and neither Buyer nor Seller shall have the authority to contract for or bind the other party in any manner whatsoever. The remedies herein shall be cumulative and in addition to any other or further remedies provided in law or equity. Buyer consents to injunctive and other equitable interim or permanent relief as may be requested by Seller and awarded by a court. No waiver or breach of any provision of this Agreement shall constitute a waiver of any other provision or breach. In the event that a court of competent jurisdiction finds any term or clause in this Agreement to be invalid, unenforceable, or illegal, the same will not have an impact on other terms or clauses in the Agreement or the entire Agreement. However, such a term or clause may be revised to the extent required according to the opinion of the court to render the Agreement enforceable or valid, and the rights and responsibilities of the parties shall be interpreted and enforced accordingly, so as to preserve their agreement and intent to the fullest possible extent. This Agreement sets forth the entire agreement between Buyer and Seller with respect to the subject matter hereof and supersedes any and all prior and contemporaneous writings, communications, agreements and understandings relating to the same subject matter. Seller reserves the right to change these terms at any time. The version date for these terms may be found at the footer of this page.
16. **Notices.** All legal notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and, if to Buyer, be addressed to the billing addressee set forth on the PO, and, if to Seller at BCA, Attention CEO, 1300 Division Road, Suite 102, West Warwick, RI 02893. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.



1300 Division Road, Suite 102,
West Warwick, RI 02893
(401) 381-0600

WEBSITE TERMS OF SERVICE

SECTION 1 – GENERAL TERMS

These Terms of Service apply to the use of the information services of Blood Centers of America, Inc., a Delaware membership corporation (“Company”). These services include our website, as well as the capability to communicate with us and place orders by email or telephone. The terms “we,” “us,” and “our” refer to the Company. We offer the services (“Services”) of our Company to you only if you are 18 years of age or older and if you agree to these Terms of Service. Please read these Terms of Service carefully before accessing or using our Services. By visiting and using our Services, you warrant and represent that you meet all of the foregoing eligibility requirements and agree to be bound by these terms and conditions.

If you do not agree to all the terms and conditions of this agreement, then you may not access the Services. These Terms of Service are an offer, and acceptance is expressly limited to these Terms of Service.

We may revise and update these Terms of Service from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all use of the Services thereafter. It is your responsibility to check this page periodically for changes and you agree that your continued use of or access to the Services following the posting of any changes constitutes acceptance of those changes.

By using our Services, you warrant and represent that you have capacity to form a binding contract with us because (1) you are at least the age of majority in your state or province of residence or (2) you have been granted such capacity by court order, operation of law, or other legal act.

In our exclusive discretion, a breach or violation of any of these Terms of Service may result in an immediate termination or suspension of your access to any or all of the Services and the cancellation of any pending orders. In any event, we reserve the right to refuse access to the Services to anyone for any lawful reason at any time.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof). You agree that we shall not be liable to you or to any third-party for any modification, price change, suspension, or discontinuance of the Service.

You understand and agree that your communications with the Service may involve unencrypted transmissions over public networks.

SECTION 2 – ELIGIBILITY FOR USER ACCOUNTS

To make a purchase or undertake certain other transactions using our Services, you must first create an online account. By creating an account, you warrant and represent: (1) that any products you order using the Services are strictly for and will only be used for non-clinical, *in-vitro* research purposes; (2) that the products you order using the Services may not be, for any reason, administered to humans or animals, or incorporated into any substance intended for administration to humans or animals; (3) that you are associated with a research institution, authorized by such institution to obtain any products you order using our Services, and that your orders are for the use of such institution; and (4) that any information you provide during the creation of your account or the ordering of any products is true and correct to the best of your knowledge. We reserve the right to refuse or cancel any orders we believe, in our exclusive discretion, to violate the foregoing warranties and representations or any other aspect of these Terms. We likewise reserve the right to suspend or cancel the online accounts that we believe have violated violate the foregoing warranties and representations or any other aspect of these Terms. In any event, by creating an online account or placing an order, you also agree to cooperate with us to confirm your identity or the veracity of these warranties and representations and agree that we may treat any refusal or failure to provide such cooperation to our satisfaction as a breach of these Terms of Service.



1300 Division Road, Suite 102,
West Warwick, RI 02893
(401) 381-0600

SECTION 3 - ACCURACY, COMPLETENESS, AND TIMELINESS OF INFORMATION

The information presented on or through the Service made available solely for general information purposes. We do not warrant its accuracy, completeness, usefulness, or suitability for any purpose. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Service, or by anyone who may be informed of any of its contents.

Occasionally, our Services may contain typographical errors, inaccuracies, or omissions relating to product descriptions, pricing, promotions, offers, product shipping charges, transit times, or availability. You agree that we may correct any errors, inaccuracies, or omissions, and to change or update information or cancel orders if any information in the Service is inaccurate at any time without prior notice (including after you have submitted your order). We undertake no obligation to update, amend, or clarify information in the Service, including without limitation, pricing information, except as required by law.

The Service may include content provided by third parties, including materials provided by other users. Such content and materials are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect our opinion. We are not responsible or liable to you, or any third party, for the content or accuracy of any such content and materials.

SECTION 4 – OWNERSHIP AND INTELLECTUAL PROPERTY

By using our Services, you shall not acquire any ownership interest in any of the content in the Services. All content, including any trademarks, included in the Services is and shall continue to be the property of the Company or its licensors and shall remain protected under applicable copyright, patent, trademark, and other proprietary rights. Any copying, redistribution, use or publication by you of any such content or any part of the Services is prohibited, except as expressly permitted in this Agreement. The Company grants you a limited, revocable, non-exclusive license to use the Service and the content therein; this license may not be used for republication, distribution, assignment, sublicense, sale, or preparation of derivative works.

SECTION 5 – THIRD-PARTY TOOLS AND LINKS

We may provide you with access to third-party tools and materials over which we neither monitor, nor have any control, nor input. You acknowledge and agree that we provide access to such tools “as is” and “as available” without any warranties, representations, or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools. You agree that your use of optional tools in the Service is entirely at your own risk. We recommend that you familiarize yourself with and approve of the terms on which tools are provided by the relevant third-party providers.

Moreover, links in the Service may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third parties. We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please carefully review third parties’ policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third party.

SECTION 6 – FEEDBACK, IDEAS, AND OTHER SUBMISSIONS

If you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, “comments”), you agree that we may, at any time, use them in any medium. You agree that we shall have no obligation (1) to maintain any comments in confidence; (2) to pay



1300 Division Road, Suite 102,
West Warwick, RI 02893
(401) 381-0600

compensation for any comments; or (3) to respond to any comments. You warrant and represent that your comments will not violate any right of any third party, including copyright, trademark, privacy, personality, or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive, or obscene material, or contain any computer virus or other malware that could, in any way, affect the operation of the Service. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third parties as to the origin of any comments.

SECTION 7 – PRIVACY AND PERSONAL INFORMATION

Please note that our Services may incorporate third-party technologies for tracking, including website analytics, chat-based customer support, video content, and behavioral advertising. The personal information we collect as you use our Services may be shared with the providers of these technologies. These technologies may involve the recording of conversations and other interactions you have with our Services. The data we share with these providers may include these recordings. By using our Services, you consent to this data sharing.

SECTION 8 - PROHIBITED USES

You agree you will not use our Services for any illegal or unauthorized purpose nor may you violate any applicable laws, particularly including intellectual property laws, in your use of the Service. You also agree not to transmit any malicious or destructive code, such as worms or viruses.

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the Services or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, disability, or any other legally protected status or characteristic; (f) to submit false or misleading information; (g) to collect or track the personal information of others; (h) to spam, phish, pharm, pretext, spider, crawl, or scrape; (i) for any obscene or immoral purpose; (j) in any manner intended to interfere with or circumvent the security features of the Service, other websites, or other services or devices on the Internet; (k) disseminate or transmit unsolicited messages; (l) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, underlying ideas, underlying user interface techniques, or algorithms used by or within the Services, or (m) create a false identity or otherwise attempt to mislead the Company or any person as to the identity or origin of any communication.

SECTION 9 - DISCLAIMER OF WARRANTIES, LIMITATION OF LIABILITY, AND TIMELINESS OF CLAIMS

We do not guarantee, represent, or warrant that your use of our Services will be uninterrupted, timely, secure, or error-free. You agree that from time-to-time we may interrupt the service for indefinite periods-of-time or cancel the service at any time, without notice to you. You agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided “as is” and “as available” for your use, without any representation, warranties, or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement. You agree that you use the Services at your own risk. Except with regard to claims of bodily injury or death, in no case shall we (including our directors, officers, employees, members, affiliates, agents, contractors, interns, suppliers, service providers, and licensors) be liable for any damages arising from or relating to your use of the Services that exceed the amount that you paid us for the use of the Services in the one-year period preceding the event giving rise to our liability. We also shall not be liable in any event for indirect, incidental, punitive, special, or consequential damages of any kind (including, without limitation, lost profits, lost revenue, lost



1300 Division Road, Suite 102,
West Warwick, RI 02893
(401) 381-0600

savings, loss of data, replacement costs, or any similar damages), arising from or related to your use of any of the Services or any products procured using the Services. These limits shall apply in all cases, regardless of whether the claim for damages is based in contract, tort (including negligence), strict liability or otherwise. These limits shall also apply even if we have been advised of the possibility of such damages. Moreover, we shall have no liability for (1) any interruption, suspension, or disruption of the Services; (2) any errors or inaccuracies in the content available from the Services; or (3) for any intentional disclosure to third parties of information relating to you or your use of the Services or communications with you. To the extent that applicable law does not allow our liability to be limited as set forth above, our liability shall be limited to the minimum damages permitted by applicable law.

We shall not be liable for failure to perform occasioned by an event outside of our reasonable control (a "Force Majeure" event) including: strikes, lockouts, labor difficulties, riots, inability or difficulty in obtaining or procuring supplies, labor, or transportation, fires, storms, floods, earthquakes, explosions, pandemics, accidents, acts of God, interference by civil or military authorities, whether legal or de facto, acts of the public enemy, war, rebellion, insurrection, sabotage, embargoes, trade wars, or orders given by public authority.

SECTION 10 - INDEMNIFICATION

You agree to indemnify, defend, and hold us harmless, along with our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of these Terms of Service (including the documents they incorporate by reference), or your violation of any law or the rights of any third party.

SECTION 11 - SEVERABILITY

In the event that any provision of these Terms of Service is determined to be unlawful, void, or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service without affecting the validity and enforceability of any other remaining provisions.

SECTION 12 - ENTIRE AGREEMENT

These Terms of Service, including any materials incorporated by reference, constitute the entire agreement between us. These Terms of Service supersede any prior or contemporaneous agreements, communications, and proposals, whether oral or written, between us (including, but not limited to, any prior versions of the Terms of Service). Any ambiguities in the interpretation of these Terms of Service shall not be construed against the



1300 Division Road, Suite 102,
West Warwick, RI 02893
(401) 381-0600

drafting party. Our failure to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

SECTION 13 - GOVERNING LAW AND DISPUTE RESOLUTION

These Terms of Service and any dispute between us, except to the extent such dispute is governed under another agreement between you and us, shall be governed by and construed in accordance with the laws of the State of Delaware without applying Delaware's choice-of-law rules. You agree that any claim or dispute with us shall be resolved only in the federal or state courts within the State of Rhode Island and you further expressly consent and agree to the exercise of personal jurisdiction by any state and federal courts of competent subject matter jurisdiction in connection with any such dispute. You also waive any objection to the resolution of any dispute between us in such courts on the basis of improper venue or *forum non conveniens*. You also agree (1) that any dispute between us shall be resolved only on an individual basis and that you (and we) waive any right to bring a claim on a class-action or representative basis or to have a claim brought in such a way by any other person or party; (2) to waive our right to a jury trial in connections with any controversy between us and understand that this means that a judge, rather than a jury, will resolve all factual and legal issues; and (3) that any dispute between us must be filed in a court consistent with the requirements of this section within one year of accrual or be permanently barred. You and we also agree that, to the maximum extent permitted by law, neither you nor we shall be entitled to recover any punitive or exemplary damages, regardless of the nature of the dispute between us.

SECTION 14 - CONTACT INFORMATION

Questions about the Terms of Service should be sent to us at [**bcait@bca.coop**](mailto:bcait@bca.coop)



1300 Division Road, Suite 102,
West Warwick, RI 02893
(401) 381-0600

As a signer, I have fully read and understand the terms and conditions of this form.

Applicant Name

Title

Signature

Date

For BCA Use Only:

Approved by _____

Date _____