

1. OUR DIRECTORY PLATFORM

Welcome to the Center for Nonprofit Management. The Center for Nonprofit Management is where nonprofits come to thrive. We believe in providing resources and services that help nonprofits achieve their mission. This Agreement (the “Terms”) governs your rights and responsibilities related to Center for Nonprofit Management’s service directory. When you register to use our Nonprofit Service Provider Directory, you become a “Provider.” By accessing or using our Directory, you acknowledge and agree that you have read, understand, and agree to be bound by these Terms with Center for Nonprofit Management.

If you are accepting these Terms and using the Nonprofit Service Provider Directory on behalf of a company, partnership, organization, or other legal entity, you represent and warrant that you are authorized to do so and that you have the authority to bind such entity to these Terms, in which case the words “you” and “your” as used in these Terms shall refer to such entity. Throughout these Terms, we use “Center for Nonprofit Management”, “we”, “us” and “our” to refer CNM.

2. JOINING THE CNM NONPROFIT SERVICE PROVIDER DIRECTORY

a. Eligibility. You may use our Nonprofit Service Provider Directory only if you can legally form a binding contract with Center for Nonprofit Management, and only in compliance with these Terms and all applicable laws. You can’t use the Directory if (1) you are a child for whom consent is required to fully use the Directory, (2) you are a registered sex offender; (3) we previously disabled your account for violations of these Terms or other policies; (4) your services are not directed at our geographic territory (Middle Tennessee Nonprofits); (5) any product, service or behavior goes against our core values. We reserve the right to refuse registration for, access to, or use of our services by any person or business at any time and for any reason.

b. Becoming a CNM Nonprofit Service Provider. When you register to become a Provider, you must provide us with accurate and complete information. We reserve the right to reject and terminate any registrations submitted with false or inaccurate registration information, or otherwise submitted in violation of these Terms.

c. Account Types and Access. Providers may create, operate, maintain, or otherwise use an account on the Directory for business use only. You are responsible for maintaining the security of your Account login information and you must keep such login information confidential. You are responsible for all activity that takes place under your Account. You should notify us immediately if you suspect or become aware of any unauthorized use of or access to your Account.

3. RIGHTS YOU GRANT

a. Generally. Some areas of the CNM Nonprofit Service Provider Directory allow Providers to post, publish, submit, upload, transmit, or otherwise make available on the Directory content such as profile pictures or information, photos, images, videos, information, and other content or information (“Content”) (any such Content that a Provider does make available or submit is referred to as “Provider Content”). You retain ownership of your Provider Content.

b. License Grant to Center for Nonprofit Management. You hereby grant to Center for Nonprofit Management a non-exclusive, transferable, royalty-free license, to host, use, distribute, modify, copy, publish, list information regarding, edit, translate, distribute, and make derivative works of your Provider Content. You represent and warrant that you are the creator and owner of your Provider Content, or that you have the necessary licenses, rights, consents and permissions to authorize Center for Nonprofit Management to exercise the licenses granted by you in this section in the manner contemplated by these Terms.

4. PROVIDER ENGAGEMENT

a. Prohibited Conduct. You agree that you will not, under any circumstances interfere with, disrupt, modify, or damage our Directory or any content relating to CNM, other Providers in the Directory or nonprofit entities using the Directory, such as by enabling or spreading viruses, instigating a cyberattack of any kind, or spamming or contacting others without permission.

b. Disputes Between Providers; Waiver of Claims Against Center for Nonprofit Management. The Center for Nonprofit Management is not responsible for the actions of our Providers or nonprofit entities using the Directory. Each of our Providers and each user of the Directory is solely responsible for their own actions and behavior. Accordingly, you agree that Center for Nonprofit Management has no responsibility for the conduct of Providers or other

third parties and, to the maximum extent permitted by applicable law, you hereby release and hold harmless the Center for Nonprofit Management from losses, liabilities, claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with disputes involving you, other Providers, nonprofit entities or other third parties.

5. PROVIDER TRANSACTIONS

a. Products and Services Offered by Providers. Center for Nonprofit Management does not own or sell any of the products or services listed by Providers on the Directory, so any actual contract formed is between the Provider making an offer and the Nonprofit Entity seeking to purchase or otherwise acquire those goods or services. The Center for Nonprofit Management does not process payments related to any transaction between Providers and Nonprofit Entities contracted on or through the Directory.

b. Arrangements with Other Providers and Nonprofits. The Center for Nonprofit Management does not endorse, interview, run background checks on, monitor, supervise, direct or control Providers or nonprofit entities using the Directory. Each Provider is solely responsible for making any business arrangements with other Providers or with nonprofit organizations, and the Center for Nonprofit Management will not have any risk or responsibility with respect to any such arrangement, including risks relating to nonpayment for services or the quality of services provided. Each Provider is solely responsible for complying with all applicable laws, such as tax and employment laws. Neither Providers nor nonprofit entities using the Directory are independent contractors, employees, joint venturers, franchisees, or service providers to or for Center for Nonprofit Management.

6. NOTIFICATION PREFERENCES.

a. Notifications. By default, you will receive notifications from Center for Nonprofit Management related to your subscription renewal period.

7. CHANGES TO OUR SERVICE.

We may offer additional product features, add, change, or discontinue our existing Directory and product features at any time and in any location, with or without notice to you. If you are

dissatisfied, your sole remedy is to stop using our Directory when your term has ended, provided that you will be entitled to a pro rata refund of any listing fee you have paid in advance if we choose to discontinue the Directory.

8. INDEMNIFICATION.

You agree to defend, indemnify, and hold Center for Nonprofit Management, officers, directors, employees, advisors, and representatives, harmless from any and all claims, liabilities, damages, losses, and expenses, including without limitation reasonable attorney's fees and costs, made by any third party due to or arising out of the following your use of the Directory.

9. DISCLAIMERS; LIMITATION OF LIABILITY

a. Disclaimers; No Warranties. You understand and agree that to the maximum extent permitted by applicable law your access to and use of the Directory or any content is at your own risk. The Center for Nonprofit Management makes no warranty or representation and disclaims all responsibility and liability for (i) the completeness, accuracy, availability, timeliness, security, or reliability of the Directory; (ii) any harm to computer systems, loss of data, or other harm that results from access to or use of the Directory; (iii) the deletion of, or the failure to store or to transmit, any content and other communications maintained by the Directory; (iv) viruses or other harmful components distributed by the Directory; and (v) whether the Directory will meet requirements or be available on an uninterrupted, secure, or error-free basis. We can't guarantee continuous or secure access to the Directory, and operation of the Directory may be interfered with by numerous factors outside of our control.

10. DISPUTE RESOLUTION.

If a dispute arises between you and Center for Nonprofit Management, our goal is to provide you with a quick resolution. If you have a dispute with Center for Nonprofit Management, you agree to contact us and try to resolve the dispute informally before pursuing other avenues, including submitting to voluntary mediation before seeking other legal remedies.

11. GENERAL.

a. Terms and Termination. The Terms commence on the date when you accept them and remain in full force and effect for as long as you access or use the Directory. All terms

containing your representation and warranties to us and your agreements to indemnify and hold us harmless will survive termination of the Terms and your use of the Directory, even if we discontinue the Directory.

Termination by Center for Nonprofit Management. We may suspend, terminate, delete, or deactivate your Account(s) or stop providing you with all or part of the Directory at any time for any or no reason, with or without notice, without liability to you except for a pro rata refund of any listing fee you have prepaid to us.

b. Directory Support. We care about your concerns, issues, thoughts, and suggestions. Please email us at info@cnm.org or call us at 615-259-0100.

c. Updates. We reserve the right to amend these Terms at any time. We will notify you of any term changes. If you keep using the Directory after a change to Terms is effective, you accept and agree to be bound by the new Terms; if you disagree with the new terms, you must notify us in writing, stop using the Directory and delete your Account(s).

12. JURISDICTION-SPECIFIC PROVISIONS.

a. United States. If you live in the United States, this section applies to you.

i. Governing law and Jurisdiction. Both you and Center for Nonprofit Management agree that all claims and disputes arising out of or relating to these Terms will be resolved exclusively in Tennessee and you hereby submit to the exclusive jurisdiction thereof.