

Terms of Service

Better Buying Institute

1. Welcome to Better Buying Institute

Better Buying Institute, a not-for-profit corporation incorporated in Delaware with its headquarters in Texas (“BBI,” “we,” “us”) is a unique system for suppliers to communicate with their buyers about purchasing practices that are working well and those that need improvement, without risking their business relationship. Created in collaboration with suppliers, our buyer rating system examines seven key buyer purchasing practices that affect a supplier’s ability to adhere to the terms of any contract and operate efficiently while providing a safe work environment and maximizing profitability.

These Terms of Service (“Terms”) govern your use of our website at <https://betterbuying.org> and access to any BBI newsletters or other mailings not created or distributed pursuant to any other agreement or contract with BBI (“Sites” or “Site”) as set forth below, and including our [Privacy Policy](#), which is part of these Terms. By accessing and using our Sites, you affirm that you understand and agree to these Terms (the last modified date is found at the end of these Terms).

2. Applicability of These Terms

These Terms apply to all who use or access our Sites (“Site Visitors”). These Terms shall only apply to the use of or access to the Sites. Unless otherwise provided in an applicable agreement, if a Site Visitor is also a customer of BBI (“Customer”), the agreements between BBI and the Customer will govern Customer’s use and access to services provided by BBI as specified in those agreements.

These Terms do not apply to third party sites or applications or third-party services/providers to which we provide access through our Sites. We encourage you to review the terms and privacy policies of these sites and applications before you use them.

3. Access and Use

Electronic Communications: By consenting to these Terms, Site Visitor confirms that Site Visitor can access electronic information and communications via email or mobile services and consents to receiving electronic information and communications. Site Visitor gives BBI permission to email Site Visitor information about Site Visitor’s use of the Sites. Site Visitor may opt-out of receiving some or all electronic communications by following the instructions included on those electronic communications or by contacting BBI at info@betterbuying.org.

BBI's Rights with respect to the Sites: BBI reserves the right to modify, suspend, or discontinue, temporarily or permanently, all or part of the Sites. Site Visitor acknowledges that BBI may limit access to or control use of the Sites in its discretion at any time and in any manner, including the setting or altering of data retention parameters.

4. Conditions of Use

Prohibited Conduct: BBI reserves the right to investigate and take appropriate action, including legal action, against anyone who, in BBI's sole discretion, violates these Terms or any applicable laws and regulations. BBI may also suspend or terminate the accounts of violators and report Site Visitors to law enforcement authorities.

Site Visitor agrees to not use the Sites to:

- a. interfere with or disrupt the Sites or servers and networks or disobey any requirements, procedures, policies or regulations of networks, including by (i) disabling or circumventing features that prevent or limit use; or (ii) reverse engineering or otherwise attempting to discover the source code of any portion of the Sites except as expressly permitted by applicable law;
- b. violate any applicable local, state, national or international law, rule, or regulations, or cause BBI to violate any law, rule, or regulation;
- c. perform any fraudulent activity, including impersonating any person or entity, or falsely state or otherwise misrepresent Site Visitor's or any individual's affiliation with entity;
- d. access or attempt to access any material or information through means not intentionally made available to Site Visitor;
- e. interfere with the operation of the Sites or any Site Visitor's enjoyment of the Sites, including the uploading or disseminating any virus, adware, spyware, worm, or other malicious code;
- f. copy, reproduce, distribute, perform, display, sell, offer for sale, license, or otherwise convey any materials or information available on or through the Sites to which the Site Visitor has no such legal rights; or
- g. attempt to do any illegal acts or acts proscribed in this Terms, or to assist or permit any person in engaging in any such acts.

Commercial Use: Unless otherwise expressly authorized in these Terms or other agreement with a Site Visitor, Site Visitor agrees not to display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, offer for sale, resell, exploit, transfer for any commercial purposes, any portion of the Sites.

5. Intellectual Property Rights

Software and Trademarks: The technology, software, and processes underlying the Sites including any reports or surveys posted or referenced on the Sites are the property of BBI (the "Intellectual Property"). Site Visitor agrees not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code or underlying information, sell, assign, sublicense, or otherwise transfer any rights in the Intellectual Property. Any rights not expressly granted in this agreement are reserved by BBI.

The BBI name and logos are trademarks and service marks of BBI (collectively the "BBI Trademarks"). Other company, product, and service names and logos used and displayed on or through the Sites may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to BBI. Nothing in these Terms should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of BBI Trademarks or third-party Trademarks displayed on the Sites, without our, or such third party's as applicable, prior written permission in each instance. All goodwill generated from the use of BBI Trademarks will inure to BBI's exclusive benefit.

Third Party Material: The Sites, including content referenced therein, may include or incorporate third party material. These third parties are not under BBI's control. Under no circumstances, to the fullest extent permitted by law, will BBI, its directors, officers, employees, affiliates, and assigns be liable in any way for any materials of any third parties, including, but not limited to, for any errors or omissions in any material, or for any loss or damage of any kind incurred as a result of the use, reproduction, distribution, performance, or display of any third party material on or through the Sites. Site Visitor agrees that Visitor must evaluate, and bear all risks associated with the use of any third party material, including any reliance on the accuracy, completeness, or usefulness of such material.

Digital Millennium Copyright Act Notice. BBI respects the intellectual property rights of others. We will investigate reports of alleged infringement and will take appropriate action to remove or disable access to any material found likely to be infringing.

If you believe our Sites (or any portion of it) infringes your copyright, please provide a physical or electronic signature of the person authorized to act on behalf of the owner of an exclusive copyright that has allegedly been infringed; a description of the copyrighted work that you believe has been infringed; the location on the Site of this allegedly infringing material; your address, telephone number and email address and any other pertinent information sufficient to allow BBI to contact you; a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf

Notices of claimed copyright infringement should be directed to Better Buying Institute, info@betterbuying.org. (Please include "notice of infringement" in the subject line.)

7. Third Party Websites

BBI may provide, or third parties may provide, links or other access to other sites and resources on its Sites. BBI has no control over such sites and resources and BBI is not responsible for and does not endorse such sites and resources. Site Visitor further acknowledges and agrees that BBI, its directors, officers, employees, affiliates, and assigns will 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 content, events, goods or services available on or through any such site or resource. Any dealings Site Visitor has with third parties found while using the Sites are between Site Visitor and the third party, and Site Visitor agrees that BBI, its directors, officers, employees, affiliates, and assigns are not liable for any loss or claim that Site Visitor may have against any such third party.

6. Indemnity and Release

To the fullest extent permitted by law, Site Visitor is responsible for Site Visitor's use of the Sites. Site Visitor releases and agrees to indemnify and hold BBI and its officers, directors, employees, consultants, subsidiaries, affiliates, assigns, and agents harmless from any and all losses, damages, expenses, including reasonable attorneys' fees, rights, claims, actions of any kind and injury (including death) arising out of or relating to: (a) Site Visitor's violation of these Terms, any representation, warranty, or agreement referenced in these Terms, or any applicable law or regulation; (b) Site Visitor's violation of any rights of a third party, including any intellectual property right or publicity, confidentiality, other property, or privacy right; or (c) any dispute or issue between Site Visitor and any third party.

8. Disclaimer of Warranties

USE OF ANY PORTION OF THE SITES IS AT SITE VISITOR'S OWN DISCRETION AND RISK. THE SITES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. BBI EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, RELATING TO THE SITES AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SITES, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE.

BBI MAKES NO WARRANTY THAT THE SITES OR ANY PORTION OF THE SITES, OR ANY MATERIALS OR CONTENT OFFERED THROUGH THE SITES (A) WILL MEET SITE VISITOR'S REQUIREMENTS, (B) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, (C) THAT THE INFORMATION THAT MAY BE

OBTAINED FROM THE USE OF THE SITES WILL BE ACCURATE OR RELIABLE, OR (D) THAT THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY SITE VISITOR THROUGH THE SITES WILL MEET SITE VISITOR'S EXPECTATIONS, AND BBI DOES NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED.

BBI AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AFFILIATES ARE NOT RESPONSIBLE FOR ANY DAMAGE THAT MAY RESULT FROM THE SITES. INCLUDING BUT NOT LIMITED TO LOSS OF OR DAMAGE TO SITE VISITOR'S PROPERTY, SUCH AS SITE VISITOR'S COMPUTER SYSTEM, MOBILE DEVICE OR DATA.

THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

9. Limitation of Liability

BBI AND ITS DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS, THIRD PARTY SERVICE PROVIDERS, LICENSORS, OR CONTENT PROVIDERS, WILL NOT BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SITES: (A) FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER; (B) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGIN); (C) FOR SITE VISITOR'S USE OR INABILITY TO USE OR RELIANCE ON THE SITES OR ANY CONTENT OR OTHER MATERIALS AVAILABLE THROUGH THE SITES; (D) UNAUTHORIZED ACCESS TO OR ALTERATION OF SITE VISITOR'S DATA; OR (E) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON OUR SITES.

UNLESS OTHERWISE PROHIBITED BY LAW, THE MAXIMUM LIABILITY OF BBI AND ITS DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS, THIRD PARTY SERVICE PROVIDERS, LICENSORS OR CONTENT PROVIDERS TO SITE VISITOR FOR ANY AND ALL DAMAGES, LOSSES AND CAUSES OF ACTION WILL NOT EXCEED THE AMOUNT PAID BY THE SITE VISITOR TO BBI OR \$100, WHICHEVER IS LESS. IN STATES WHERE THE EXCLUSIONS AND LIMITATIONS SET FORTH ABOVE ARE NOT ALLOWED, BBI IS RESPONSIBLE TO SITE VISITOR ONLY FOR LOSSES AND DAMAGES THAT ARE A REASONABLY FORESEEABLE RESULT OF OUR FAILURE TO USE REASONABLE CARE AND SKILL OR OUR BREACH OF THESE TERMS.

10. Governing Law

The Terms will be interpreted and construed in accordance with the laws of the State of Texas except for its conflict of laws principles. The 1980 U.N. Convention on Contracts for the International Sale of Goods does

not apply to these Terms. All disputes arising from or relating to the Agreement will be within the exclusive jurisdiction of the state and/or federal courts located within Texas. Any claim arising from or related to these Terms must be brought in the state or federal courts located in Texas.

11. Construction and Assignment

Construction. In the event that these Terms conflict with an existing agreement between Site Visitor and BBI, the provisions of that other agreement between that Site Visitor and BBI shall control, unless otherwise provided in the applicable agreement. The failure of BBI to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision or a waiver of any subsequent breach or default such provision. If any provision of these Terms is found by a court of competent jurisdiction or an arbitrator to be invalid, the parties nevertheless agree that the court or arbitrator should endeavor to give effect to the parties' intentions as reflected in that provision, and the other provisions of these Terms will remain in full force and effect. The section titles in these Terms are for convenience only and have no legal or contractual effect. Throughout these Terms the use of the word "including" means "including but not limited to".

12. Changes to Terms

BBI will post changes to these Terms here, with the last modified date at the bottom of these Terms. Site Visitor's continued use of the Sites indicates Site Visitor's agreement to be bound by the modified Terms. If Site Visitor does not agree to be bound by the modified Terms, then Site Visitor may not continue to use the Sites.

13. Contact Us

If you have any questions or comments about these Terms or if you wish to report a violation of these Terms, please e-mail us at info@betterbuying.org

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