

# Terms of Service

---

Effective Date: 01/01/2026

Last Updated: 04/11/2026

## 1. Acceptance of These Terms

These Terms of Service ("Terms") govern your access to and use of the BoardBrif website, application, and related services (collectively, the "Services"). By accessing or using the Services, you agree to be bound by these Terms. If you do not agree, do not use the Services.

## 2. Who We Are

BoardBrif is a reporting and analytics tool designed to help nonprofits organize data and generate board-ready insights and reports.

## 3. Eligibility and Authority

By using the Services, you represent and warrant that you are at least 18 years old, that you have the legal authority to enter into these Terms, and that if you use the Services on behalf of an organization, you have authority to bind that organization to these Terms. If you use BoardBrif for an organization, "you" includes both you and that organization.

## 4. Accounts

To use certain features, you may need to create an account. You agree to provide accurate and current information, keep your login credentials secure, notify us promptly of unauthorized use, and remain responsible for activity that occurs under your account. We may suspend or terminate accounts that violate these Terms or create risk to the Services or other users.

## 5. Early Access, Pilot, or Beta Services

BoardBrif may offer early access, pilot, beta, or limited-release versions of the Services ("Early Access"). By participating in Early Access, you understand and agree that features may change, be incomplete, or be discontinued; performance may vary and errors may occur; we may modify or end Early Access at any time; access may be time-limited and may expire on a stated date; and continued access after Early Access may require a paid subscription. We may restrict, suspend, or end Early Access at our discretion.

## 6. Subscription, Billing, Cancellation, and Access

Some features may require a paid subscription. Pricing, billing cycles, renewal terms, and plan features will be presented at the time of sign-up or purchase.

If applicable, subscriptions renew automatically until canceled. You may cancel at any time, subject to the billing terms shown at checkout or in your account. Unless otherwise stated at checkout, access will continue through the end of the current paid billing period, and cancellation will stop future renewal charges.

Payments may be processed by a third-party payment processor. By purchasing a subscription, you agree to the processor's applicable terms and policies. We do not store full payment card information on our servers.

Your access to paid features may depend on your subscription status, including whether your account is active, canceled, expired, or past due. If payment fails or your subscription ends, your access to some or all features may be limited, downgraded, suspended, or terminated.

Refunds, if any, are governed by our Refund & Cancellation Policy and any terms presented at checkout. Unless otherwise stated, fees are generally non-refundable except as required by law.

## **7. Acceptable Use**

You agree not to use the Services to violate any law or regulation; infringe the rights of others; upload malicious code, malware, viruses, or harmful content; attempt unauthorized access to accounts, systems, or data; interfere with or disrupt the Services; reverse engineer, scrape, copy, or exploit the Services beyond permitted use; transmit unlawful, harassing, defamatory, fraudulent, or misleading content; or use the Services in a way that could damage BoardBrif, other users, or third-party systems. We may investigate misuse and take action, including suspension or termination.

## **8. User Content and Data**

You may upload files, datasets, and other content to use the Services ("User Content"). You retain ownership of your User Content.

You grant BoardBrif a limited, non-exclusive license to host, process, transmit, and use your User Content solely to provide the Services, generate analytics, dashboards, exports, and reports, maintain and improve service functionality, provide support, troubleshoot issues, and comply with legal obligations.

You represent and warrant that you have the right to upload and use the data you submit, that your use of the Services and uploaded data does not violate applicable law, contracts, or privacy obligations, and that you have obtained any necessary permissions or consents required for your data use. You are responsible for reviewing outputs before relying on them.

## **9. Outputs, Reports, and No Professional Advice**

BoardBrif may generate summaries, analytics, charts, dashboards, exports, and reports based on the data you provide. You acknowledge that outputs depend on the accuracy, completeness, and formatting of your input data and may contain errors, omissions, or formatting issues. BoardBrif is a software tool and does not provide legal, tax, accounting, investment, or other professional advice. You should consult a qualified professional where appropriate.

## **10. Intellectual Property**

The Services, including software, interface design, branding, text, graphics, workflows, and related content, excluding your User Content, are owned by BoardBrif or its licensors and are protected by intellectual property laws. Subject to these Terms, we grant you a limited, non-exclusive, non-transferable, revocable right to access and use the Services for your internal organizational or business use. You may not copy, modify, distribute, sell, sublicense, or create derivative works from the Services except as expressly permitted by us in writing.

## **11. Feedback**

If you provide suggestions, feedback, or ideas about BoardBrif ("Feedback"), you grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free license to use, modify, and incorporate that Feedback without compensation or obligation to you.

## 12. Service Availability and Changes

We may update, modify, suspend, or discontinue any part of the Services at any time, with or without notice. We do not guarantee that the Services will be uninterrupted, error-free, or available at all times. We may perform maintenance, updates, or security changes that temporarily affect availability.

## 13. Privacy

Your use of the Services is also governed by our Privacy Policy.

## 14. Suspension and Termination

We may suspend or terminate your access to the Services, in whole or in part, if you violate these Terms, your subscription expires or is canceled, payment fails and is not resolved, we reasonably believe your use creates legal, security, or operational risk, or we discontinue the relevant Services or plan. You may stop using the Services at any time. Upon termination, your right to use the Services ends immediately except as otherwise stated in these Terms or required by law.

## 15. Disclaimers

**To the maximum extent permitted by law, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.**

We do not warrant that the Services will meet your requirements, be uninterrupted, timely, secure, or error-free, or that outputs or reports will be accurate, complete, or fit for any specific decision-making purpose.

## 16. Limitation of Liability

**To the maximum extent permitted by law, BOARDBRIF AND ITS OWNERS, AFFILIATES, SERVICE PROVIDERS, AND LICENSORS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, DATA, GOODWILL, OR BUSINESS INTERRUPTION, ARISING OUT OF OR RELATED TO YOUR USE OF, OR INABILITY TO USE, THE SERVICES.**

**To the maximum extent permitted by law, BOARDBRIF'S TOTAL LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THE SERVICES WILL NOT EXCEED THE GREATER OF THE AMOUNT YOU PAID TO BOARDBRIF FOR THE SERVICES IN THE TWELVE (12) MONTHS BEFORE THE CLAIM OR \$100 USD.**

## 17. Indemnification

You agree to defend, indemnify, and hold harmless BoardBrif and its owners, affiliates, service providers, and licensors from and against claims, liabilities, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or related to your use of the Services, your User Content, your violation of these Terms, or your violation of any law or the rights of a third party.

## 18. Governing Law and Venue

These Terms are governed by the laws of the State of California, without regard to conflict of law principles. You agree that any disputes arising out of or relating to these Terms or the Services will be resolved in the state or federal courts located in Riverside County, California, unless applicable law requires otherwise.

## 19. Changes to These Terms

We may update these Terms from time to time. If we make material changes, we will update the "Last Updated" date above and may provide additional notice where appropriate. Your continued use of the Services after updated Terms are posted constitutes acceptance of the updated Terms.

## 20. General Terms

These Terms and the Privacy Policy form the entire agreement between you and BoardBrif regarding the Services.

If any provision of these Terms is held unenforceable, the remaining provisions remain in effect.

Failure to enforce any provision is not a waiver of future enforcement.

You may not assign these Terms without our prior written consent. We may assign these Terms in connection with a merger, acquisition, or sale of assets.

We are not liable for delays or failures caused by events beyond our reasonable control.

## 21. Contact Us

If you have questions about these Terms, contact us at:

**Email: [hello@boardbrif.com](mailto:hello@boardbrif.com)**

BoardBrif

3337 W Florida Ave #1058

Hemet, CA 92545

United States