

# TERMS OF SERVICE

**Effective Date: April 7, 2025**

## 1. ACCEPTANCE OF TERMS

Welcome to [www.bimicertifications.com](http://www.bimicertifications.com) (the "Website" or "Site"), owned and operated by Brand Indicators, LLC ("Company", "we", "us", or "our"), a Delaware limited liability company with its principal place of business at 1111B S Governors Ave STE, Dover, DE 19904 US.

By accessing or using the Website, you agree to be bound by these Terms of Service ("Terms"). If you do not agree to these Terms, you may not use the Website.

## 2. DEFINITIONS

**"We," "Us," or "Our"** refers to Brand Indicators, LLC.

**"You" or "User"** refers to any individual or entity that accesses or uses the Website.

**"Content"** refers to all text, images, photos, audio, video, graphics, and other material that appears on or is available through the Site.

**"Services"** refers to all services provided by the Company through the Site.

## 3. ELIGIBILITY

The Website is intended for users who are at least 18 years old. By using this Website, you confirm that you meet this age requirement.

## 4. USER ACCOUNTS

Some features of our Site may require you to register for an account. When you register, you agree to:

- a) Provide accurate, current, and complete information about yourself;
- b) Maintain and promptly update your account information;
- c) Maintain the security of your account credentials;
- d) Not share your account credentials with any third party; and
- e) Be fully responsible for all uses of your account and for any actions that take place using your account.

We reserve the right to terminate accounts that violate these Terms.

## 5. PERMITTED USE

You agree to use the Website only for lawful purposes and in compliance with these Terms. Prohibited activities include but are not limited to:

- a) Engaging in fraudulent or illegal activities;

- b) Uploading harmful or inappropriate content;
- c) Violating intellectual property rights;
- d) Attempting to gain unauthorized access to any portion of the Website or any systems or networks connected to the Website;
- e) Using the Website in any manner that could disable, overburden, damage, or impair the Website.

## **6. CERTIFICATION SERVICES**

### **6.1 Certification Process**

Brand Indicators, LLC provides certification services as described on the Site. By applying for certification, you agree to comply with all requirements and procedures specified for the particular certification program.

### **6.2 Certification Fees**

Fees for certification services are as stated on the Site at the time of application. All fees must be paid in advance unless otherwise specified.

### **6.3 Certification Status**

Certification status is subject to ongoing compliance with our standards and requirements. We reserve the right to suspend, revoke, or terminate any certification for violation of these Terms, certification requirements, or applicable law.

## **7. INTELLECTUAL PROPERTY**

### **7.1 Our Intellectual Property**

The Site and its original Content, features, and functionality are owned by Brand Indicators, LLC and are protected by international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

### **7.2 License to Use the Site**

Subject to these Terms, we grant you a limited, non-exclusive, non-transferable, and revocable license to access and use the Site for its intended purposes.

### **7.3 Restrictions**

You may not:

- a) Modify, adapt, or hack the Site or modify another website to falsely imply that it is associated with the Site;
- b) Reproduce, duplicate, copy, sell, resell, or exploit any portion of the Site without express written permission from us;
- c) Use the Site for any illegal or unauthorized purpose; or
- d) Infringe upon or violate our intellectual property rights or the intellectual property rights of others.

## **8. USER-GENERATED CONTENT**

### **8.1 Responsibility for Content**

You are solely responsible for any Content you post, upload, or otherwise make available through the Site.

### **8.2 Content License**

By submitting content (e.g., reviews or comments), you grant us a non-exclusive, royalty-free license to use, display, and distribute your content on the Website. You represent that your content does not violate any laws or third-party rights.

### **8.3 Content Restrictions**

You agree not to post Content that:

- a) Is false, inaccurate, or misleading;
- b) Is defamatory, obscene, pornographic, vulgar, or offensive;
- c) Promotes discrimination, bigotry, racism, hatred, harassment, or harm against any individual or group;
- d) Violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right;
- e) Constitutes an unauthorized commercial communication; or
- f) Involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing.

## **9. PRIVACY POLICY**

Your submission of personal information through the Site is governed by our Privacy Policy, which is available at [www.bimicertifications.com/privacy](http://www.bimicertifications.com/privacy).

## **10. THIRD-PARTY LINKS**

The Website may contain links to third-party websites. We are not responsible for the content or practices of these external sites.

## **11. DISCLAIMER OF WARRANTIES**

THE SITE AND ITS CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

WE DO NOT WARRANT THAT THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

## **12. LIMITATION OF LIABILITY**

IN NO EVENT SHALL BRAND INDICATORS, LLC, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM:

- a) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SITE;
- b) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SITE;
- c) ANY CONTENT OBTAINED FROM THE SITE; AND
- d) UNAUTHORIZED ACCESS, USE, OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT,

WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, WHETHER OR NOT WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.

IN JURISDICTIONS WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS NOT ALLOWED, OUR LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

### **13. INDEMNIFICATION**

You agree to defend, indemnify, and hold harmless Brand Indicators, LLC, its officers, directors, employees, and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs, or debt, and expenses (including but not limited to attorney's fees) arising from:

- a) Your use of and access to the Site;
- b) Your violation of any term of these Terms;
- c) Your violation of any third-party right, including without limitation any copyright, property, or privacy right; or
- d) Any claim that your Content caused damage to a third party.

This defense and indemnification obligation will survive these Terms and your use of the Site.

### **14. TERMINATION**

We may terminate or suspend your account and bar access to the Site immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of the Terms.

If you wish to terminate your account, you may simply discontinue using the Site or contact us at [support@bimicertifications.com](mailto:support@bimicertifications.com).

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

### **15. GOVERNING LAW**

These Terms shall be governed and construed in accordance with the laws of the State of Delaware, United States, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect.

## **16. CHANGES TO TERMS**

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. We will provide notice of any significant changes by posting the new Terms on the Site with a prominent notice.

By continuing to access or use our Site after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Site.

## **17. CONTACT INFORMATION**

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

Brand Indicators, LLC

1111B S Governors Ave STE

Dover, DE 19904

United States

Phone: +1 (248) 238 3948

Email: [support@bimicertifications.com](mailto:support@bimicertifications.com)

Website: [www.bimicertifications.com](http://www.bimicertifications.com)

## **18. ENTIRE AGREEMENT**

These Terms constitute the entire agreement between you and Brand Indicators, LLC regarding our Site and supersede all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning the Site.

By using [www.bimicertifications.com](http://www.bimicertifications.com), you acknowledge that you have read and agreed to these Terms of Service.