

BYUT END USER AGREEMENT

2026 BYUT TERMS AND CONDITIONS OF USE AND SERVICE ("T&Cs")

Legal terms and conditions governing the use of our website and digital services.

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Important Legal Notice

This agreement provides the rules for your use of BYUT Services - designed to create a safe, transparent, authentic, and law-abiding community for our members and users. These Terms of Use contain the terms, conditions and rules that govern your access to, and use of BYUT Services, websites, platforms, and digital tools including all data, text, graphics, user interfaces, visual interfaces, user-generated content, photographs, audio information, trademarks, logos, sounds, music, artwork and computer code made available by or through BYUT Services ("Content").

Agreement to Terms of Use

BY USING BYUT SERVICES AND/OR ACCESSING ANY RELATED PLATFORMS, SITES OR TOOLS, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, INCLUDING OUR **PRIVACY POLICY**. PLEASE READ THIS AGREEMENT CAREFULLY BEFORE YOU CREATE AN ACCOUNT AND/OR USE SERVICES. If you do not agree to these terms or any subsequent modification, do not access, browse, download or otherwise use BYUT Services and tools.

Modification / Update of Terms of Use and Privacy Policy

BYUT reserves the right, at its sole discretion, to change, modify, or update portions of the Terms and Conditions of Use, at any time. It is your responsibility to check periodically for changes. Your continued use of BYUT Services, sites or tools following the posting of changes shall constitute your acceptance and agreement to such changes.

Content

All text, graphics, user interfaces, visual interfaces, user-generated content, photographs, audio information, trademarks, logos, sounds, music, artwork and computer code (collectively, "Content"), including but not limited to the design, structure, selection, coordination, expression, "look and feel" and arrangement of such Content, contained on BYUT digital platforms and tools is owned, controlled or licensed by or to BYUT, and is protected by trade dress, copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws.

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Intellectual Property Rights

Except to the extent expressly provided in these Terms of Use, you agree and acknowledge:

- That BYUT owns or licenses any and all rights under patent law, copyright law, trade secret law, trademark law, and all other proprietary or moral rights ("Intellectual Property Rights") in connection with and/or relating to BYUT Services, platforms, websites, tools and content ("BYUT IP").
- That you have no right, license, or interest in any Intellectual Property Rights in connection with or relating to any BYUT Services, platforms, websites, tools or content.
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- No part of any BYUT Services, platforms, websites, tools or content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way without BYUT's express prior written consent.

Your Use of the Site

You will strictly adhere to all laws, rules, regulations and BYUT policies applicable to the access and use of Services, platforms, websites, tools or content.

Additionally you will not:

- Engage in actions constituting intimidation, harassment or interference of fellow members, professionals, partners, etc.;
- Use member, professional or partner information without express consent;
- Engage in actions constituting fraud or abuse including activities considered illegal under laws of U.S., Digital Millennium Copyright Act (DMCA), and Computer Fraud and Abuse Act (CFAA);
- CFAAA abuse includes, but not limited to:
 - Use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology to access, acquire, copy or monitor any portion of the Site;
 - Attempt to gain unauthorized access to any portion or feature of the Site by hacking, password "mining" or any other illegitimate means;
 - Probe, scan or test the vulnerability of the Site or any network connected to the Site, nor breach the security or authentication measures;
 - Reverse look-up, trace or seek to trace any information on any other user of or visitor to the Site;
 - Take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Site;
 - Use any device, software or routine to interfere with the proper working of BYUT Services, platforms, websites, tools or content;
 - Forge headers or manipulate identifiers to disguise the origin of any message or transmittal;
- Engage in actions constituting misrepresentation - implying or pretending that you are, or represent someone else; or impersonating another individual or entity; and
- Use BYUT Services, platforms, websites, tools or content for any purpose that is unlawful or prohibited by these Terms of Use.

On the other hand, you are allowed to:

- Create member accounts;
- Enter and update member profiles data and information;
- Control and delete member account information;
- Browse, participate and contribute to interactions and engagement with BYUT members, professionals and Services

Disclaimers

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Limitation of Liability

Except where prohibited by law, in no event will BYUT be liable to you for any indirect, consequential, exemplary, incidental or punitive damages, including lost profits, even if BYUT has been advised of the possibility of such damages.

If, notwithstanding other provisions of these Terms and Conditions of Use, BYUT is found to be liable to you for any damage or loss which arises out of, or is in any way connected with your use of Services, platforms, websites, tools or content, BYUT's liability shall in no event exceed the total amount paid by you to BYUT. Some jurisdictions do not allow limitations of liability, so the foregoing limitation may not apply to you.

Indemnity

You agree to indemnify and hold BYUT, its officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries and affiliates, harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against BYUT by any third party due to or arising out of or in connection with your use of Services, platforms, websites, tools or content.

Governing Law

You agree that all matters relating to your access to or use of Services, platforms, websites, tools or content, including all disputes, will be governed by the laws of the United States and by the laws of the State of Missouri without regard to its conflicts of laws provisions. You agree to the personal jurisdiction by and venue in the state and federal courts in Jackson County, Missouri, and waive any objection to such jurisdiction or venue.

Dispute Resolution

Any claim under these Terms of Use must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred. In the event of any controversy or dispute between BYUT and you arising out of or in connection with your use of Services,

platforms, websites, tools or content, the parties shall attempt, promptly and in good faith, to resolve any such dispute via mediation/arbitration.

Contact Us

If you have any questions about these Terms of Use, please contact us by email: **privacy@byut.net**.