The Bridgespan Group General Terms and Conditions

General

These General Terms and Conditions ("Terms"), govern your use of the services, information and content (collectively, the "Services") provided by The Bridgespan Group, Inc. ("Bridgespan"), including (i) the Bridgespan Web Site (the "Bridgespan Site"), (ii) the Bridgestar Web Site (the "Bridgestar Site", and collectively with the Bridgespan Site, the "Sites"), (iii) all content and tools offered at the Sites including the basic level services provided through the Bridgestar recruiting system and job board (the "Recruiting Platform"), and (iv) other services provided by Bridgespan including certain networking events and educational forums, whether online or in person. In these Terms, “you” or the “User” refers to any person using the Services.

Accepting the Terms

In order to use the Services, you must first agree to the Terms. You may not use the Services if you do not accept the Terms. You can accept the Terms by:

(A) clicking to accept or agree to the Terms, where this option is made available to you by Bridgespan in the user interface for any Service; or

(B) by actually using the Services. In this case, you understand and agree that Bridgespan will treat your use of the Services as acceptance of the Terms from that point onwards.

Before you continue, you should print off or save a local copy of the Terms for your records.

By accessing or using the Sites, you agree to be bound by these Terms and by any amendments in effect at the time of your visit. Bridgespan may amend the Terms at any time by posting the amended Terms on the Sites. They will automatically be effective after they are posted on the Sites. To the extent that you have used the Services prior to any amendment to the Terms, the Terms in effect at the time that you used the relevant Services will continue to be in effect solely with respect to your prior use of those Services. You understand and agree that if you use the Services after the date on which the Terms have changed, Bridgespan will treat your use as acceptance of the updated Terms.

Registration

To take advantage of certain services on the Sites, you must be a registered User. When you register, you agree: a) to supply the information requested in the registration process; and b) to ensure the information you supply is accurate.

During the registration process, you must select a User Name and Password for your individual account. You are solely responsible for maintaining the confidentiality of your User Name and Password, and for all activities that occur under your User Name and Password, including all content uploaded or posted, statements made, or acts or omissions that occur through the use of your User Name and Password. We reserve the right to disable an account if we suspect that an unauthorized person is using the account or if you provide fraudulent or misleading information or otherwise do not comply with these Terms or the Privacy Policy (for example, giving a false email address when registering). If you learn of any unauthorized use of your User Name or Password, you agree to notify us immediately. Bridgespan disclaims and is in no way liable for any claims related to the use or misuse of your User Name and Password.

Content

All information presented at Bridgespan events, forums or on the Sites, including all articles, information, text, graphics, images, webcasts, hyperlinks, statements, blogs, listserves, chat, bulletin boards, job postings, and other materials either provided by Bridgespan, or by others, including Community Services (defined below) (the "Content"), is presented as a general service. Bridgespan is not responsible for Content posted, presented by or made by any speaker, contributor, or author of information or Content. Statements or opinions expressed reflect the view of the speaker(s), contributor(s) or author(s) and do not represent official policy of Bridgespan unless so stated. We classify the Content as “General Content”, meaning articles and general information about Bridgespan and the non-profit sector, and “User Submissions”, as defined below, which are job postings, user submissions to forums, and other user submitted content.

You may use General Content made available by Bridgespan on the Sites, provided that you (1) do not remove any branding elements or proprietary rights notice language in all copies of such documents, (2) use such information only for your own personal, or your organization's own non-commercial educational purpose, and (3) make no modifications to any such information. You may also distribute the General Content freely for non-commercial purposes provided that (a) all copies of the General Content distributed display a clear attribution notice showing Bridgespan (and the creator of the General Content, if not Bridgespan) as the owner and/or source of the General Content, and listing the domain name of the Site from which you obtained the General Content (i.e. bridgespan.org or bridgestar.org); (b) you do not make any representations or warranties relating to such General Content; (c) you do not remove any proprietary rights notice language in such copies and (c) you indemnify Bridgespan against any liability arising from use of such General Content.

Community Services

Users have access to certain services, such as seminars and workshops, that are made available by Users in the on-line or offline community or obtained from vendors or strategic partners ("Third Party Providers"). These services, whether made available through a Third Party Provider or another User of the Sites shall be referred to as "Community Services." Bridgespan does not endorse nor approve the Community Services, and we make them available to you as a service and convenience. Bridgespan and our Third Party Providers do not: (1) guarantee the accuracy, timeliness, or completeness of the Community Services; or (2) warrant any results from your use or reliance on the Community Services. Neither Bridgespan nor the Third Party Providers are obligated to update or to verify the truth and accuracy of any information or opinions presented as part of any Community Services. You agree that neither Bridgespan nor the Third Party Providers will be liable in any way for the termination, interruption, delay, or inaccuracy of any Community Services.

Your Submissions and Activities

General

You represent and warrant that you have all the rights necessary to copy, disclose and post anything that you submit to the Sites, and that you have the authority to bind any entity that you represent. You further represent and warrant that all information submitted by you is true and accurate at the time of submission and to the best of your knowledge.

Your contributions to the Sites including, without limitation, questions, comments, suggestions, job postings, other written materials, and information including posted e-mail addresses ("User Submissions"), shall be deemed to be public information which means it is non-confidential and Bridgespan shall have no obligation of any kind with respect to it. By uploading and submitting User Submissions to the Sites, you are granting Bridgespan and other Users permission to use any materials in your postings, including to distribute, transmit, publicly display, edit, make derivative works, translate and reformat your posting, and allow others to do the same. Bridgespan will not compensate you for any use of your posting. Bridgespan may also preserve or disclose any posting: (1) to comply with court order or legal agreement, and (2) to respond to claims that postings violate the rights of third parties. Further, Bridgespan shall be free to use any ideas, concepts, know-how, or techniques contained in the User Submissions to the Sites for any purpose whatsoever, including, without limitation, developing, manufacturing, and marketing products and other items incorporating these User Submissions. You are responsible for complying with all third party rights with respect to such User Submissions that appear on the Sites and not to download, e-mail or otherwise transmit such User Submissions in violation of third party's rights.

You are expressly prohibited from placing in any message in any User Submissions, or otherwise transmitting through or posting on the Sites (including any e-mail message or any chat board posting) any unlawful, threatening, defamatory, obscene, or otherwise objectionable material of any kind, including

without limitation, any material that would give rise to civil liability or otherwise violate any applicable local, state, national or international law. You agree and acknowledge that Bridgespan is not responsible or liable to you or any other party or User of the Sites for any conduct by you or any other party or User of the Sites.

Your Use of the Sites

Without limitation of the other prohibitions in these Terms, you are prohibited from:

- Posting any incomplete, false or inaccurate headers, biographical information, an inaccurate resume, or a resume that is not your own;
- Otherwise using the Sites in violation of federal law or the applicable state, local or international laws in Bridgespan's or your jurisdiction.
- Using your password for any unauthorized purpose including permitting any third party to use your
- User Name and Password in lieu of registering on the Sites;
- Otherwise using the Sites in violation of federal law or the applicable state, local or international laws in Bridgespan's or your jurisdiction.
- Aggregating, copying or duplicating in any manner any of the Content, User Submissions, User Names, e-mail addresses available from the Sites unless expressly permitted;
- Uploading, posting, e-mailing or otherwise transmitting any Content that is discriminatory, sexually explicit, obscene, libelous, defamatory, threatening, harassing, abusive, or hateful; Uploading, posting, e-mailing or otherwise transmitting any Content protected by copyright or any other intellectual property right (as well as rights of publicity and privacy) without first obtaining the permission of the owner of such rights;
- Uploading, posting, e-mailing or otherwise transmitting any advertising or promotional materials (except for authorized job postings on the Recruiting Platform of the Bridgestar or Bridgespan Sites), including without limitation, "junk mail," "surveys," "spam," "chain letters," "pyramid schemes," or any other form of solicitation or unauthorized communication;
- Using a User's e-mail address for any purpose other than to respond to the User's messages or postings unless consent is obtained from the User directly;
- Uploading, posting, e-mailing or otherwise transmitting any material that contains viruses or any other computer code, files or programs which might interrupt, limit or interfere with the functionality of any computer software or hardware or telecommunications equipment;
- Listing, posting or uploading employment advertisements or listings to the Sites unless you have entered into a separate, written agreement with Bridgespan allowing you to do so;
- Listing, posting or uploading employment advertisements or listings to listserves, discussion forums or blogs, or any portion of the Sites other than the Recruiting Platform
- Submitting multiple applications in response to job postings on the Recruiting Platform without regard for whether your qualifications are suitable for the position or positions; applied for

- Attempting to gain unauthorized access to any portion or feature of the Sites, or any other systems or networks connected to the Sites or to any Bridgespan server, or to any of the Services offered on or through the Sites, except in accordance with these Terms;
- Otherwise using the Sites in violation of federal law or the applicable state, local or international laws in Bridgespan's or your jurisdiction;
- Posting any job opening that requires U.S. citizenship or lawful permanent residence in the U.S. as a condition of employment, unless otherwise required in order to comply with law, regulation, executive order, or government contract;
- Posting any job requirement or criterion in connection with a job posting that discriminates on the basis of citizenship status or national origin

Use of the Recruiting Platform

General

The Services on the Recruiting Platform are for the use of individuals seeking employment, board positions, or career information, or for nonprofit employers or their representative agents seeking employees or board members. Any career or employment advice and opinions to be found on the Sites should be taken under advisement. Bridgespan disclaims any liability or responsibility for negative results that flow from following any such advice or opinions. Please refer to our Privacy Policy for a description of Bridgespan's practices with respect to privacy, use, and disclosure of information submitted to the Recruiting Platform. If you respond to a job posting on the Recruiting Platform, Bridgespan reserves the right to enter your application details into our database of job applicants, and Bridgespan or its clients may contact you regarding potential employment opportunities.

Bridgespan's Liability for Recruiting Platform

The Recruiting Platform is a venue for organizations or search firms ("Advertisers") to post job opportunities and for individual Users to submit resumes. Bridgespan is not involved in the actual transaction between Advertisers and individual Users unless it has an express agreement with an Advertiser to facilitate the process of filling an open position. As a result, Bridgespan has no control over the quality, safety or legality of the listings, jobs or application documents submitted, the truth or accuracy of the listings, the ability of Advertisers to offer job opportunities to individual Users or the ability of individual Users to fill job openings. You assume all risks associated with interacting with other Users or Advertisers with whom you come in contact through the Recruiting Platform and/or the Sites.

Bridgespan cannot and does not confirm that each User is who they claim to be, and does not control the behavior of participants on the Recruiting Platform and/or the Sites. Bridgespan is not responsible for any solicitation that any User or Advertiser may receive as a result of posting a listing or applying for a job. In the event that you have a dispute with any Advertiser or any person on whose behalf the Advertiser was acting, you release Bridgespan (and our agents and employees) from claims, demands and damages

(actual and consequential, direct and indirect) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes. If you are a California resident, you waive California Civil Code d1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

You are responsible for the form, content and accuracy of any resume, posting or material contained therein placed by you on the Recruiting Platform. Advertisers are solely responsible for their postings on the Recruiting Platform. You shall comply with all applicable equal employment opportunity laws, including the anti-discrimination provision of the Immigration and Naturalization Act. Bridgespan is not to be considered to be an employer with respect to your use of the Recruiting Platform and Bridgespan shall not be responsible for any employment decisions, for whatever reason, made by any Advertiser posting jobs on the Recruiting Platform. Bridgespan is not responsible for the information provided by other Users, which is made available through the Recruiting Platform. By its very nature, other people's information may be offensive, harmful or inaccurate, and in some cases will be mislabeled or deceptively labeled. Bridgespan expects that all Users will use caution and common sense when using the Recruiting Platform.

Links to Other Sites

The Sites may contain links to or framed content from other sites, which are provided solely as a convenience to you. Bridgespan is not responsible for the availability of external sites, framed content or resources linked to the Sites, and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources.

Privacy

Bridgespan does not sell or rent your personal information to third parties for its marketing purposes, and we only use your information as described in the Bridgespan Privacy Policy (http://www.bridgestar.org/AboutUs/PrivacyPolicy.aspx).

Security of Data Transmission and Storage

Electronic communications through the Sites or using the Bridgespan Services may not be secure. You acknowledge that there is a risk that data, personal information, User Submissions, Community Services, including e-mail, communications and personal data, may be accessed by unauthorized third parties when communicated between you and Bridgespan or between you and other parties.

Disclaimer of Warranties

The Sites and the Content are provided on an "AS IS" and "AS AVAILABLE" basis. USE OF THE SITES OR THEIR CONTENT AND ANY RELIANCE ON THEM WILL BE AT YOUR OWN RISK. BRIDGESPAN

MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE, NON-INFRINGEMENT OR ANY OTHER WARRANTY, CONDITION, GUARANTY OR REPRESENTATION, WHETHER ORAL, IN WRITING OR ELECTRONIC FORM, INCLUDING BUT NOT LIMITED TO THE ACCURACY OR USEFULNESS OF THE SITES OR OF ANY CONTENT PROVIDED THROUGH THE SITES.

Disclaimer of Liabilities

BRIDGESPAN SHALL NOT BE RESPONSIBLE TO YOU OR ANY THIRD PARTY FOR ANY INJURY AND/OR DAMAGE TO PERSONS OR PROPERTY AS A MATTER OF PRODUCTS LIABILITY, NEGLIGENCE, CONTRACT, TORT OR OTHERWISE, OR FROM ANY USE OF OPERATION OF ANY METHODS, PRODUCTS, INSTRUCTIONS OR IDEAS CONTAINED IN THE SITES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU ACKNOWLEDGE THAT BRIDGESPAN SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOSS INCURRED IN CONNECTION WITH USE OF THE SITES, THE CONTENT OR ANY OF THE OTHER MATERIALS PROVIDED BY BRIDGESPAN OR THIRD PARTIES THROUGH THE SITES, OR ANY DAMAGE OR LOSS CAUSED BY INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, OR DELAYS IN PERFORMANCE OF THE SITES, REGARDLESS OF THE CLAIM OR AS TO THE NATURE OF THE CAUSE OF ACTION, EVEN IF BRIDGESPAN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.

Sole and Exclusive Remedies

Your sole and exclusive remedy, and Bridgespan's sole and exclusive liability, for any and all claims arising from Bridgespan's supply of the Sites, the Recruiting Platform, Community Services, or any other goods or services to you, including without limitation any goods or services for which you have paid Bridgespan a fee, shall be as follows: (a) if there is any material defect in any goods or services supplied to you, and you provide Bridgespan with written notice to Bridgespan of such defect within thirty (30) days after receipt of such goods or services, at its option, Bridgespan will repair or replace the goods, or re-supply the services, or refund the price paid by you; and (b) in no event shall Bridgespan's liability to you for any goods or services exceed the amount you paid Bridgespan for such goods or services.

Indemnification

You hereby agree to indemnify, defend and hold Bridgespan harmless from and against any and all losses, damages, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees, incurred by Bridgespan in connection with any claim or allegation made against Bridgespan arising from your use of the Sites, Content, or Services.

Intellectual Property Rights in Content

The Content and Services are furnished by Bridgespan or a third-party provider or webcaster and are intended for the personal use of Bridgespan's Users. All rights are exclusively reserved to Bridgespan and its contributors and licensors. You acknowledge that the Content and Community Services may contain information, communications, photos, text, video, graphics, music, sounds, images, and other materials, which are provided by Bridgespan or by contributors or licensors of Bridgespan. You agree and acknowledge that the Content, Community Services, and its use or the use of the Sites is protected by copyright, trademark and other intellectual property laws, that these rights are valid and protected in all media now existing or later developed, and that as specifically provided in this Agreement, your use of the Content shall be governed and constrained by applicable copyright, trademark, and other intellectual property laws.

The Sites and Content are protected by copyright as a collective work and/or compilation, and as individual works, as the case may be, pursuant to United States Copyright laws. Except as set forth in these Terms, you may not modify, adapt, translate, exhibit, publish, transmit, participate in the transfer or sale of, reproduce, create derivative works from, perform, display, reverse engineer, decompile or dissemble, or in any way exploit, any of the Content of the Sites, in whole or in part.

Digital Millennium Copyright Act Compliance Policy

It is our policy to promptly respond to claims of copyright infringement in accordance with the Digital Millennium Copyright Act (17 U.S.C. § 512, as amended) (the “DMCA”). If you believe that an infringing copyrighted work is accessible on the Sites, you may notify us by sending the following information to the address listed below:

An electronic or physical signature of a person authorized to act on behalf of the owner of the copyright or other right being infringed;

A description of the copyrighted work or other intellectual property that you claim has been infringed;

A description of the material that you claim is infringing and where it is located on the Sites;

Your address, telephone number and email address;

A statement by you that you have a good faith belief that the use of the materials on the Sites of which you are complaining is not authorized by the copyright owner, its agent or the law; and

A statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are the copyright owner or intellectual property owner or are authorized to act on the copyright or intellectual property owner’s behalf.

Please put "Notice of Infringement" in the subject line of all such notifications, and send the notification to:

Copyright Agent
The Bridgespan Group
535 Boylston Street, 10th Floor
Boston, Massachusetts 02116
(617) 572-2833
e-mail: info@Bridgespan.org

We will process and investigate all notices of alleged infringement as required by the DMCA, and will remove or disable access to any material claimed to be infringing or claimed to be the subject of infringing activity. When we remove or disable access to any material claimed to be infringing, we may attempt to contact the supplier of such material in order to give that supplier an opportunity to respond to the notification. If the supplier of the material gives a counter-notification claiming that the use is authorized, we may reinstate the material in question, and we will furnish that counter-notification to the complaining party, and will give the complaining party an opportunity to seek judicial relief under the DMCA before we replace or restore access to any materials. Please note that you will be liable for damages (including costs and attorneys' fees) if you materially misrepresent that a product or activity is not infringing the copyrights of others. Accordingly, if you are not sure whether certain material infringes the copyrights of others, we suggest that you contact an attorney before providing a counter-notification.

Trademark Information

Bridgespan, Bridgestar and their related logos are registered trademarks of The Bridgespan Group, Inc. Other trademarks are owned by Bridgespan and/or its affiliated entities or of their respective owners. You agree not to use or display trademarks without the prior written consent of Bridgespan or the owner of such marks.

Amendments to Services and Termination

Bridgespan reserves the right to modify or discontinue, temporarily or permanently, any Service (or any part thereof) with or without notice. You agree that Bridgespan, in its sole discretion and with or without notice, may terminate your access to any or all Services, and remove and discard any information or Content within a Service. Bridgespan may, in its sole discretion, terminate or suspend your access to all or part of the Sites for any reason, or for no reason whatsoever including, without limitation, for breach of these Terms.

Bridgespan reserves the right to amend these Terms from time to time. These Terms are governed by the laws of the Commonwealth of Massachusetts without reference to any conflict of law principles. If any

provision of these Terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity of any remaining provisions. In these Terms, the term ‘including’ means ‘including without limitation’.

Except as otherwise expressly provided for in these Terms, these Terms set forth the entire agreement between you and Bridgespan regarding the subject matter of these Terms, and supersede all prior promises, agreements or representations, whether written or oral regarding such subject matter.

Effective Date of General Terms and Conditions: March 23, 2011