

TERMS & CONDITIONS / TERMS OF USE

Effective date: March 1, 2026



1. Acceptance of Terms

By accessing or using the Site and Services, you agree to these Terms. If you do not agree, do not use the Site.

2. Services Overview

BIM³ Alliance provides information and offerings related to BIM community development, training, events, certifications, memberships, and related professional services. Specific offerings may be governed by additional terms.

3. Eligibility

You must be at least **18 years old** (or legal age in your jurisdiction) to use the Services.

4. Accounts (if applicable)

If you create an account, you agree to provide accurate information and keep credentials confidential. You are responsible for activity under your account.

5. Memberships, Events, Training & Payments (if applicable)

- Fees, billing frequency, and benefits will be described at purchase/registration.
- Payments are processed by third-party providers; you authorize charges as presented.
- **Refund/cancellation policies** will be stated on the relevant registration or purchase page and are incorporated by reference.

6. Intellectual Property

All Site content (text, graphics, logos, videos, course materials) is owned by BIM3 Alliance or its licensors and protected by law. You may not copy, reproduce, distribute, or create derivative works without prior written permission, except as allowed by law.

7. User Content

If you submit content (comments, forms, uploads), you grant us a non-exclusive, worldwide license to use it to operate and improve the Services. You represent you have the rights to submit it and it does not violate law or third-party rights.

8. Prohibited Uses

You agree not to:

- Use the Site for unlawful, harmful, or fraudulent purposes
- Interfere with security or operations; attempt unauthorized access
- Upload malware or scrape data without permission
- Infringe intellectual property or privacy rights
- Misrepresent your identity or affiliation

9. Disclaimer (No Professional Advice)

Content on the Site is for general informational purposes and does not constitute legal, financial, engineering, or professional advice. You should consult qualified professionals for your situation.

10. Third-Party Services and Links

We may reference third-party tools, platforms, or links. We are not responsible for third-party content, policies, or services.

11. Limitation of Liability

To the maximum extent permitted by law, BIM3 Alliance will not be liable for indirect, incidental, consequential, special, or punitive damages, or loss of profits/data, arising from your use of the Site/Services.

12. Indemnification

You agree to indemnify and hold harmless BIM3 Alliance from claims arising out of your misuse of the Site/Services or violation of these Terms.

13. Termination

We may suspend or terminate access to the Site/Services if we believe you violated these Terms or for security/operational reasons.

14. Changes to Services or Terms

We may modify Services or these Terms at any time. Updates will be posted with an effective date. Continued use indicates acceptance.

15. Governing Law & Dispute Resolution

These Terms are governed by the laws of the **State of Texas, USA**, without regard to conflict of laws principles.

Disputes will be resolved in the competent courts located in San Antonio, Bexar County, Texas, unless mandatory law provides otherwise.

16. Contact

Legal/Terms contact:

Email: Diane@BIM3Alliance.com

Address: 4040 Broadway St., Ste 240-150, San Antonio, Texas 78209