

# Terms of Service BBDG

Last updated: September 15, 2025

## 1. Introduction

These Terms of Service ("Terms") govern your use of the websites **brownsvillebdg.org** and **ecoep.org** (collectively, the "Sites"). The Sites are operated by **Brownsville Business Development Group** ("BBDG," "we," "us" or "our"), a nonprofit organization based in Brownsville, Texas. The ECOEP program (Education and Community Outreach Engagement Program) is a campaign initiative operated by BBDG and hosted at **ecoep.org**. When you use either site, you agree to these Terms; if you do not agree, do not use the Sites.

## 2. Use of the Sites

1. **Eligibility.** You may use the Sites only if you are at least 18 years old or the age of majority in your jurisdiction, and are fully able and competent to enter into these Terms.
2. **Account Information.** Some areas of the Sites require you to provide information (such as name, email, phone number and verification of non-profit or government status). You agree to provide accurate and complete information and to update it if it changes.
3. **Acceptable Use.** You agree not to:
  - Use the Sites for any unlawful, fraudulent or abusive purpose;
  - Interfere with the operation or security of the Sites, including by attempting to gain unauthorized access to our systems;
  - Resell or commercially exploit any portion of the Sites without our prior written consent;
  - Send unsolicited messages or promotions without proper consent;
  - Misrepresent your identity or affiliation with any person or entity.
4. **Services and Donations.** On **brownsvillebdg.org** you may request business development services or submit general inquiries. On **ecoep.org** you may sign up for the ECOEP program and make donations or contributions to support the campaign. By completing a transaction on **ecoep.org** you represent that you are legally permitted to contribute and that your payment information is valid. **All contributions are non-refundable** unless otherwise required by law or explicitly stated in the campaign.

## 3. Intellectual Property

The content on the Sites—including text, images, video, logos, trademarks and other materials—is owned by BBDG or its licensors and is protected by U.S. and international intellectual property laws. You may view, download and print materials from the Sites for your personal, non-commercial use only. You may not copy, modify, distribute, sell or create derivative works from any Site content without our prior written permission. All trademarks and logos used on the Sites are owned by BBDG or other owners, and you may not use them without written permission.

## 4. User Content

You may be able to submit content such as comments, feedback or questions through contact forms on the Sites. By submitting content, you grant us a worldwide, non-exclusive, royalty-free license to use, reproduce, modify and display that content in connection with operating and improving our services. You represent that your content does not infringe or violate the rights of anyone else.

## 5. Third-Party Links and Services

The Sites may contain links to third-party websites or integrate third-party services (such as Google reCAPTCHA for spam prevention, payment processors or email marketing platforms). These third-party services have their own terms and privacy policies, and we are not responsible for their content or practices. When you follow a link or use a third-party service, you do so at your own risk.

## 6. Disclaimers and Limitation of Liability

1. **Disclaimer of Warranties.** The Sites and all content and services are provided "as is" and "as available" without warranties of any kind. We do not warrant that the Sites will be error-free, uninterrupted or secure, or that any defects will be corrected. To the fullest extent permitted by law, we disclaim all warranties, express or implied.
2. **Limitation of Liability.** To the maximum extent permitted by law, BBDG and its directors, officers, employees and volunteers will not be liable for any indirect, incidental, consequential or punitive damages arising out of or relating to your use of (or inability to use) the Sites. In no event shall our total liability exceed the greater of \$100 or the amount you paid (if any) for services through the Sites.

## 7. Indemnification

You agree to indemnify, defend and hold harmless BBDG and its affiliates from any claims, damages, liabilities and expenses (including reasonable attorneys' fees) arising out of or related to your breach of these Terms, your misuse of the Sites or your violation of any rights of another person or entity.

## 8. Termination

We reserve the right to suspend or terminate your access to the Sites at any time and for any reason, including if we believe you have violated these Terms. Sections that by their nature should survive termination will continue to apply.

## 9. Governing Law and Dispute Resolution

These Terms are governed by the laws of the State of **Texas**, without regard to conflict-of-law principles. You agree that any dispute arising from or relating to the Sites or these Terms will be heard exclusively in the state or federal courts located in Cameron County, Texas, and you consent to the jurisdiction of those courts. **BBDG** and you agree to waive the right to a jury trial.

## **10. Changes to These Terms**

We may update these Terms from time to time to reflect changes in our practices, our services or the law. If we make material changes, we will post the updated Terms on this page with a new "Last updated" date. Your continued use of the Sites after any update constitutes your acceptance of the revised Terms.

## **11. Contact Us**

If you have questions about these Terms or the Sites, please contact us at:

- **Brownsville Business Development Group**
- 2100 Old Port Isabel Rd Unit A, Brownsville, TX 78521
- Phone: +1 956-420-8700
- Email: [information@brownsvillebdg.org](mailto:information@brownsvillebdg.org)