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# Introduction

These Terms of Service govern your use of the website located at www.bizTOnet.com and any related services provided by bizTOnet.

The mission of bizTOnet is to help members to develop their business and network. They can promote their business activities, sell products and services, find business demands, exchange leads and increase their profitability.

To achieve our mission, bizTOnet makes services available through our website and mobile application to help you in sharing commercial information and developing your commercial visibility.

When you create a bizTOnet account or use bizTOnet, you agree to abide by these Terms of Service and to comply with all applicable laws and regulations. If you do not agree with these Terms of Service, you are prohibited from further using the app, accessing our website, or using any other services provided by bizTOnet.

If you access or download bizTOnet from (1) the Apple App Store, you agree to any Usage Rules outlined in the App Store Terms of Service; and/or (2) the Google Play Store, you agree to the Android, Google Inc. Terms and Conditions including the Google Apps Terms of Service.

We, bizTOnet, reserve the right to review and amend any of these Terms of Service at our sole discretion. Upon doing so, we will update this page. Any changes to these Terms of Service will take effect immediately from the date of publication. These Terms of Service were last updated on 04 April 2023.

# Agreement

By selecting "Join Now", "Join bizTOnet", "Sign Up", or similar options, registering, accessing, or utilizing our services (defined below), you agree to enter into a legally binding contract with bizTOnet (also referred to as "we" and "us"), even when using our Services on behalf of an organization.

If you disagree with this contract ("Contract" or "Terms of Service"), do not click "Join Now" (or similar) and avoid accessing or using any of our Services. To terminate this contract, simply close your account and cease accessing or using our Services.

#### Services

You are entering into this Contract with bizTOnet (also referred to as "we" and "us").

This Contract includes www.bizTOnet.com, bizTOnet-branded applications, and other bizTOnet-related websites, apps, communications, and services that indicate they are offered under this Contract ("Services"), along with offsite data collection for these Services, such as our advertisements.

This Contract applies to Members and Visitors. Registered users of our Services are "Members," while unregistered users are "Visitors".

# Changes

From time to time, we may update this Terms of Service, our Privacy Policy, and our Cookie Policy. If significant changes occur, we will notify you through our Services or other means, allowing you the opportunity to review the updates before they are implemented. Please note that any such changes cannot be applied retroactively. Refusing to accept any of the changes may result in the termination of your account. If you continue to use our services after the changes are announced you automatically accept the updated terms from their effective date.

### **Members and Visitors**

Upon registering for and joining bizTOnet Services, you become a Member. If you decide not to register for our Services, you can still access certain features as a "Visitor".

# **Obligations**

# **Your Account**

Members are account holders. You commit to (1) use a strong password and maintain its confidentiality; (2) not transfer any aspect of your account (e.g., connections); and (3) abide by the law and the hereby Terms of Service. Please note that users are liable for maintaining their accounts and are fully responsible for all activities occurring under their accounts.

Please note that the account created by you is your property. Nonetheless, if a separate entity procures the Services on your behalf (for example, your employer purchasing a Shop membership), the party responsible for the payment has the authority to regulate access to and obtain reports on your usage of such paid Service; nonetheless, they do not possess rights to your personal account.

# **Service Eligibility**

By using this website, you warrant on behalf of yourself, your users, and other parties you represent that you will not: (1) use this website or its associated services while not meeting the "Minimum Age"; (2) create multiple accounts under fake aliases; and (3) use this website or its associated services after the termination of your account. Please note that any accounts that include false information violate the hereby Terms of Service, this also applies to any accounts registered on behalf of others or individuals under 16 years of age.

"Minimum Age" refers to 16 years old. However, if the law requires you to be older for bizTOnet to lawfully provide the Services to you without parental consent (including the use of your personal data), then the Minimum Age is that older age.

### Payment

Upon purchasing any of our Premium Services, you irrevocably agree to settle the associated charges and taxes as well as adhere to supplementary conditions pertaining to the Premium Service. Failing to pay the said fees will result in the termination of your services.

Additionally, you agree that:

- 1. We may calculate taxes payable by you based on the billing information you provide us at the time of purchase.
- 2. Your purchase might be subject to foreign exchange fees or price differences based on location (e.g., exchange rates).
- 3. Upon purchasing a subscription you agree to be charged the applicable fees and taxes on a monthly or yearly basis. If you wish to stop recurring charges, please cancel your subscription before the renewal period.
- 4. We may store and continue billing your payment method (e.g., credit card) even after it expires to prevent interruptions in your Services and to use for other Services you may purchase.

You can obtain a copy of your invoice through your bizTOnet account settings.

## **Refunds Policy**

Please note that any purchases made on our platform are final and no refund will be issued. When you purchase any of our services you automatically waive your right for a refund, users should be aware of that before finalizing their transaction.

#### Membership Plan

We offer various membership plans. Upon canceling your premium membership, all premium features will expire at the end of your billing cycle.

If the subscription was purchased through bizTOnet iOS app, please contact Apple for inquiries about cancellations and refunds. All iOS refunds must be issued by Apple.

#### **Trial Terms**

By participating in a free trial of any membership plans, you agree to be bound by our Terms of Use and the following terms ("Trial Terms"), provided that in the event of a conflict the Trial Terms shall govern. The Trial period will start from the date you activate the Trial. At the end of the trial period, you will no longer have access to any data you entered into your profile or shop (marketplace), and any organization of such data you made will be lost unless you upgrade to a premium account prior to the expiration of the Trial period. bizTOnet may terminate the Trial at any time by giving written notice to you. bizTOnet reserves the right to make any modifications to the Features.

#### **Per-Action Services**

Per-action services involve charges based on clicks, impressions, applicants, and so on. These services include but are not limited to, bizTOnet Ads, Sponsored Products, and any other product that charges per action. Any charged actions are non-refundable.

#### Sharing

Our Services facilitate communication and the dissemination of information in various forms, including messages, products listings, club posts, profiles etc. The content and information you share or post may be visible to other Members, Visitors, or third parties (even outside of our platform). Please note that we will respect your preferences regarding content or information visibility. By default, we notify your connections network or the public about your business activities. Therefore, when contacting a product owner or expressing interest in one through our Service, the information is shared only with the member or shop who posted the product.

We reserve the right to decide whether to publish any information or content on our Service and may remove it with or without prior notice.

### **Notices and Messages**

By using our platform you agree to the following ways in which we provide you with notices and messages: (1) through our platform, or (2) through the contact information provided by you (such as email, phone number, and physical address). You are solely responsible for keeping your contact information up to date. Please

note that you have the option to adjust the type of messages you might receive from us.

# **Rights and Restrictions**

## Service Availability

Please note that we reserve the right to modify or terminate any Service or adjust our pricing structure prospectively.

We may alter, pause, or discontinue any of our Services, and we may also change our prices, with reasonable notice when permitted by law.

We do not guarantee the storage or continued display of any information or content you have posted. bizTOnet is not a storage service. You agree that we are under no obligation to store, preserve, or provide you with a copy of any content or information submitted by you or others, except as mandated by applicable law and as specified in our Privacy Policy.

## Your Grant of License to bizTOnet

Between you and bizTOnet, you maintain ownership of the content and information you submit or post on the Services. You grant bizTOnet and its affiliates a non-exclusive license, which encompasses:

A global, transferrable, and sublicensable right to employ, replicate, adapt, disseminate, publish, and process information and content provided by you through our Services, as well as the services of other entities, without necessitating additional approval, notification, or compensation to you or any other party.

The scope of these rights is limited as follows:

- 1. Since you own your content and information and we only possess non-exclusive rights to it, you have the option to make it available to others, including under the terms of a Creative Commons license.
- 2. We shall not use your content in third-party product and service advertisements without obtaining your separate consent (including sponsored content). Nonetheless, we reserve the right to display ads in proximity to your content and information without compensating you or

others. Your social actions may be visible and incorporated into ads, as detailed in the Privacy Policy. If you utilize a Service feature, we may promote that feature within our Services using your name or photo, subject to your preferences.

- 3. This license can be terminated for specific content by removing said content from the Services or by closing your account in general. Exceptions include (a) instances where you have shared the content with others as part of the Service and they have copied, re-shared, or stored it, and (b) a reasonable timeframe required for the removal of the content from backups and other systems.
- 4. While we may alter your content's format (e.g., by translating or transcribing it, adjusting the size, layout, or file type, or removing metadata), we will not modify the meaning of your expression.
- 5. If we wish to grant others the right to publish your content beyond the Services, we will first obtain your consent. However, if you opt to share your post as "public, everyone, or similar", we will enable a function that allows other Members to embed that public post onto third-party services and authorize search engines to index that public content through their services.

You and bizTOnet agree that we may collect, store, process, and utilize any information and personal data you provide by the Privacy Policy and your choices (including settings).

When offering suggestions or other feedback concerning our Services to bizTOnet, you acknowledge that bizTOnet may use and share (though is not obligated to) such feedback for any purpose without compensating you.

By providing content or information, you agree not to breach the law or infringe upon anyone's rights (including intellectual property rights). You also commit to providing accurate profile information. bizTOnet may be legally obligated to remove specific information or content in certain jurisdictions.

## Restrictions

bizTOnet retains the right to restrict your use of our services, which may include contacting other Members and limiting the number of possible connections. We reserve the right to restrict, suspend, or close your account if you violate this Contract or the law or misuse the Services (e.g., infringing any of the rules highlighted in the hereby Terms of Service).

## **Intellectual Property Rights**

bizTOnet reserves all intellectual property rights related to the Services. Trademarks and logos utilized in connection with the Services are the property of their respective owners. bizTOnet, and "TO" logos, as well as other bizTOnet trademarks, service marks, graphics, and logos used for our Services are trademarks or registered trademarks of bizTOnet.

## **Other Content, Websites, and Applications**

While using our platform, you may encounter information or content that is incorrect, incomplete, delayed, deceptive, illegal, offensive, or otherwise harmful. We typically do not examine the content submitted by our Members or third parties. You acknowledge that we hold no responsibility for the content or information supplied by others (including other Members). We are unable to continuously prevent the improper use of our Services, and you accept that we bear no liability for any such misuse. You also acknowledge the possibility of you or your organization being mistakenly linked to content about others when we notify connections and followers about you or your organization being mentioned in the news. Members have choices regarding this feature.

facilitate connections between Members offering bizTOnet may their products/services, seeking such products/services. bizTOnet neither performs nor employs individuals to perform these products/services. You must be at least 18 years old to offer, perform, or procure these products/services. You acknowledge that bizTOnet does not oversee, direct, manage, or monitor Members in the execution of these products/services and agree that (1) bizTOnet is not responsible for the offering, performance, or procurement of these products/services, (2) bizTOnet does not endorse any specific Member's offered products/services, and (3) no employment, agency, or partnership association is formed between bizTOnet and any Member providing products/services. As a Member delivering products/services, you affirm and guarantee that you hold all required licenses and will render products/services in compliance with the Terms of Service outlined herein

Likewise, bizTOnet may assist you in sharing and/or receiving leads by Members and connecting with other Members who have leads. You agree that (1) bizTOnet is not accountable for the conduct of any Members or leads contents, (2) bizTOnet does not endorse any particular leads listed on our Services, (3) bizTOnet does not review or vet any of these leads, and (4) you will adhere to the terms and conditions applicable to such leads.

## **Automated Processing**

Utilizing the data and information you supply, as well as the data we possess about Members, we formulate suggestions for connections, content, and features that could be beneficial to you. For instance, we use your data and information to propose business opportunities for you and connect you with others. Maintaining an accurate and current profile enables us to deliver more precise and relevant recommendations.

# **Automatic Updates**

You give us permission to download and install updates to bizTOnet on your device to your privacy preferences. This permission can be revoked at any time by deleting bizTOnet from your device.

# **Disclaimer and Limitations of Liability**

## **Absence of Warranty**

bizTOnet and its affiliated entities make no assurances or guarantees concerning the Services, including claims of uninterrupted or error-free operation. The Services, including content and information, are made available on an "as is" and "as available" basis. In accordance with applicable laws, bizTOnet and its affiliates renounce any implied or statutory warranties, encompassing those of title, accuracy of data, non-infringement, merchantability, or suitability for a specific use.

## **Liability Exclusion**

In no event shall bizTOnet or its suppliers be liable for any consequential loss suffered or incurred by you or any third party arising from the use or inability to use this website or the materials on this website, even if bizTOnet or an authorized representative has been notified, orally or in writing, of the possibility of such damage.

In the context of this Contract, "consequential loss" includes any consequential loss, indirect loss, real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of

reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise.

In association with this Contract, bizTOnet and its affiliated entities shall not hold any liability towards you exceeding the greater of the total sum of fees you have paid or are obligated to pay to bizTOnet for the Services throughout the duration of this Contract, if applicable, or the sum greater than \$100.

### **Basis of the Agreement and Exclusions**

The liability limitations highlighted in this section constitute a fundamental aspect of the agreement between you and bizTOnet. They pertain to all liability claims (including warranty, tort, negligence, contract, and law), irrespective of whether bizTOnet or its affiliates have been made aware of the potential for such damages. These limitations remain applicable even if the specified remedies do not fulfill their primary objectives.

The aforementioned limitations on liability are not applicable in cases involving death or personal injury, or when dealing with fraud, gross negligence, willful misconduct, or instances of negligence that result in the breach of a substantial obligation. A significant obligation is essential for the provision of our services and upon which you may reasonably rely. Nonetheless, these constraints are only applicable when the damages are directly attributed to the breach and were reasonably anticipated at the time this Contract was established, as well as being customary within the scope of this Contract.

# **Rules of Behavior**

bizTOnet is a community of professionals. The following rules of behavior along with our Professional Conduct Policies outline what you can and cannot do with our Services.

### You agree to:

- 1. Professionally use the Services;
- 2. Provide accurate information to us and keep it current;
- 3. Abide by all applicable laws, including, without limitation, privacy laws, intellectual property laws, anti-spam laws, export control laws, tax laws, and regulatory requirements; and

4. Use your real name on your profile.

#### You agree not to:

- 1. Imply or state that you are affiliated with or endorsed by bizTOnet without our express consent (e.g., representing yourself as an accredited bizTOnet trainer);
- 2. Disrupt the operation of the Services or impose an unreasonable burden on them (e.g., spam, denial of service attacks, viruses, gaming algorithms);
- 3. Utilize bots or other automated techniques to access the Services, add or download contacts, or send or redirect messages;
- 4. Deep-link to our Services for purposes other than promoting your profile or a Group on our Services, without bizTOnet's authorization;
- 5. Develop, support, or use software, devices, scripts, robots, or any other means or processes (including crawlers, browser plugins, add-ons, or any other technology) to scrape the Services or otherwise copy profiles and other data from the Services;
- 6. Breach the Professional Conduct Policies or any supplementary terms concerning a specific Service provided when you sign up for or begin using such Service.
- 7. Acquire, utilize, reveal, or disseminate any information from the Services, either directly or via third parties (such as search engines), without obtaining consent from bizTOnet;
- 8. Violate the intellectual property rights of others, encompassing copyrights, patents, trademarks, trade secrets, or other proprietary rights. For instance, refrain from copying or distributing (except through the provided sharing functionality) the posts or content of others without their authorization, which may be granted by posting under a Creative Commons license;
- 9. Monitor the Services' availability, performance, or functionality for competitive objectives;
- 10. Breach any security measure or bypass or evade any access restrictions or usage limitations of the Service (for instance setting a cap on profile views or keyword searches);
- 11. Rent, lease, loan, trade, sell/re-sell, or otherwise monetize the Services or related data or access to the same, without bizTOnet's consent;
- 12.Post anything containing software viruses, worms, or any other harmful code;
- 13. Reveal information that you lack the authorization to disclose (such as others' confidential data, including that of your employer);
- 14. Establish a false identity on bizTOnet, misrepresent who you are, generate a Member profile for someone other than yourself (an actual person), or utilize or attempt to use another individual's account;

- 15. Violate bizTOnet's intellectual property or other rights, including but not limited to, (i) duplicating or disseminating our resources, or (ii) reproducing or disseminating our technology, unless it falls under open source licensing; (iii) employing the term "bizTOnet" or our logos in any business name, email address, or URL, unless explicitly stated otherwise;
- 16. Alter or modify the Services or their appearance (for example, by adding elements to the Services or removing, covering, or obscuring advertisements included in the Services);
- 17. Reverse engineer, decompile, disassemble, decipher, or otherwise attempt to derive the source code for the Services or any related technology, not open source;
- 18. Participate in "framing", "mirroring", or any other activity that simulates the appearance or function of the Services.

# **Professional Conduct Policy**

We appreciate the use of our platform. Your contributions should constructively enhance our community. Further details are provided below. By working together, we can cultivate a space where everyone can develop their business and network, thereby generating commercial opportunities for all.

#### **Ensure safety**

**Do not encourage or incite violence**: We forbid any content that threatens or incites violence. We prohibit individuals or groups engaging in or promoting violence, property damage, or organized criminal activity. Do not use bizTOnet to express support for such individuals or groups or to glorify violence in any way.

**Do not share material depicting child exploitation:** We have zero tolerance for content displaying the sexual exploitation of children. Do not share, post, transmit, or solicit child exploitation material through our platform. Do not use bizTOnet to facilitate, promote, or participate in child abuse or exploitation. Although there may be cases where people share non-sexualized child nudity images with good intentions, we generally remove these images due to potential misappropriation and abuse by others.

**Avoid harassment:** We prohibit bullying, harassment, targeted personal attacks, intimidation, shaming, belittlement, and abusive language towards other members. Do not disclose personal or sensitive information about others ("doxing") or

encourage others to do so. Refrain from trolling or repeatedly sharing negative content that disrupts members or conversations on the platform.

**Do not share content promoting dangerous organizations or individuals:** We do not permit terrorist organizations or violent extremist groups on our platform. We also disallow individuals affiliated with such organizations or groups from having a bizTOnet profile. Content depicting terrorist activity, recruiting for terrorist organizations, or supporting terrorism in any way is not tolerated.

**Do not promote, sell or attempt to purchase illegal or dangerous products or services:** We disallow content that facilitates the purchase of illegal or dangerous products/services, prostitution, and escort services. We prohibit content promoting or distributing fake educational/professional certifications, sale of scraped data, proxy test-taking, or instructions on creating forged official documents. You may not use bizTOnet for lotteries, contests, sweepstakes, or giveaways. Do not exploit tragic events for commercial purposes.

## **Maintain Integrity**

We mandate that you represent yourself truthfully on our platform, supply accurate details about yourself or your organization, and only disseminate authentic and factual information.

Avoid fabricating profiles or falsifying personal information: We prohibit fake profiles or entities. Do not share misleading or deceptive information about yourself, your organization, your credentials, work history, affiliations, or accomplishments. Use only your own likeness for your profile photo, not images of others or unrelated images. Do not falsely associate yourself on bizTOnet with a business or organization with which you lack a professional connection. Do not use or attempt to use another person's bizTOnet account or create a member profile for anyone other than yourself. Furthermore, do not share your bizTOnet account with anyone else.

**Refrain from scamming, defrauding, or deceiving others:** Do not use bizTOnet to facilitate romance scams, promote pyramid schemes, or otherwise defraud members. Avoid sharing malicious software that endangers our members, platform, or services. Phishing attempts will not be tolerated.

**Refrain from disseminating false or deceptive material:** Avoid sharing content you know or suspect to be misleading, incorrect, or containing misinformation or disinformation. Do not share content intended to interfere with or inappropriately

influence elections or other civic processes. We may prohibit you from sharing content from sources known for producing or containing false information. Refrain from sharing content that contradicts guidance provided by leading global health organizations and public health authorities, including false information about COVID-19 vaccine safety or effectiveness. Do not disseminate false information, including news articles, as if they were accurate or plausible. Avoid posting manipulated content, such as "deepfake" images or videos, intended to deceive. Do not endorse any person or entity in exchange for personal gain (e.g., personal or family relationships, monetary compensation, complimentary products or services, or other value) unless you clearly disclose the benefit received and adhere to our Terms of Service.

#### **Exhibit Professionalism**

While we encourage wide-ranging discussions about the professional realm, we expect members to express themselves professionally. To maintain a professional atmosphere, members should treat one another with respect and courtesy. Avoid engaging with others or sharing content in a manner that is uncivil, inappropriate, or disrespectful.

Avoid sexual innuendos or unsolicited advances: We do not permit unwanted expressions of attraction, romantic proposals, sexual advances or innuendo, or lewd comments. bizTOnet is a professional business and networking platform, not a dating site. Do not use bizTOnet to pursue romantic relationships, request romantic dates, or comment on someone's appearance or perceived attractiveness. Do not send unsolicited advances or explicit images through messages, posts, or comments.

**Refrain from disseminating harmful or shocking content**: We prohibit materials that are excessively distressing or appalling, including sadistic or needlessly explicit portrayals of bodily harm, extreme physical or sexual violence. We forbid content, activities, or events that endorse, arrange, illustrate, or enable criminal activities. Additionally, we disallow content that demonstrates or encourages the creation of weapons, substance abuse, or theft threats. Avoid participating in or promoting escort services, prostitution, child exploitation, or human trafficking. Do not share content or activities that incite or support suicide or any form of self-harm, including self-mutilation and eating disorders. If you observe indications that someone may be contemplating self-harm, report it using our reporting tools and consider notifying local law enforcement authorities. Do not share materials depicting nudity or sexual acts.

**Refrain from hateful behavior:** We do not tolerate content that incites or threatens hatred, violence, prejudice, or discrimination against individuals or groups based on their actual or perceived race, ethnicity, national origin, caste, gender, gender identity, sexual orientation, religious affiliation, age, or disability status. Hate groups are not allowed on bizTOnet. Avoid using slurs or sharing content that fosters division or promotes hatred. Do not share content that denies well-documented historical events, such as the Holocaust or slavery in the United States.

**Do not inundate members or the platform with spam:** We do not permit indiscriminate, irrelevant, clearly unwelcome, unauthorized, improperly commercial or promotional, or needlessly repetitive messages or comparable content. Avoid utilizing our connection feature to send promotional messages to unknown individuals or to spam others in any way. Endeavor to produce original, professional, pertinent, and engaging content to attract interaction. Refrain from artificially inflating engagement with your content. Provide genuine responses to others' content and avoid engaging in dishonest agreements with others.

# **Copyright Infringement and Dispute Resolution**

#### **Concerns about content on our website**

bizTOnet is committed to respecting the intellectual property rights of others and aims to provide a platform free from content that infringes upon those rights. These Terms of Service mandate that information shared by Members be accurate, legal, and not in violation of any third party's rights. In order to uphold these principles, bizTOnet has established a procedure for submitting complaints regarding content posted by our Members. Our policy and processes are detailed and/or referenced in the following sections.

Please be aware that, whether or not we disable access to or remove content, bizTOnet may make a good faith effort to forward the written notification, including the complainant's contact details, to the Member who posted the content and/or take other reasonable measures to inform the Member that bizTOnet has received a notice of an alleged violation of intellectual property rights or other content-related issues. Additionally, we reserve the right, at our discretion and under appropriate circumstances, to disable and/or terminate the accounts of

Members, or groups as applicable, who infringe or repeatedly infringe on the rights of others or post unlawful content.

It is important to note that any notice or counter-notice you submit must be truthful and submitted under penalty of perjury. Submitting false notices or counter-notices can result in personal liability. Therefore, it is advisable to seek legal counsel before submitting a notice or counter-notice.

# Addressing copyright infringement claims

#### **Notice of Copyright Infringement**

In compliance with the Digital Millennium Copyright Act (17 U.S.C. § 512), bizTOnet has implemented procedures for receiving written notices of alleged infringement claims. If you believe in good faith that your copyright has been infringed upon, you may provide us with a written communication containing:

- Your email address, mailing address, and/or telephone number;
- A description of the copyrighted work you claim has been infringed;
- A statement by you, made under penalty of perjury, confirming that the information in your notice is accurate and that you are the copyright owner or authorized to act on their behalf;
- A description indicating the location on our website of the allegedly infringing material;
- A physical or electronic signature of the individual authorized to act on behalf of the copyright owner;
- A statement by you asserting a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law.

Please reach out to us via contact@biztonet.com in order to submit your notice.

#### **Counter-Notice**

If you believe that a notice of copyright infringement has been wrongly filed against you, you may submit a Counter-Notice in accordance with Sections 512(g)(2) and (3) of the Digital Millennium Copyright Act. You may provide a written communication containing:

• Your physical or digital signature;

- Identification of the content that has been removed or to which access has been restricted;
- A statement, made under penalty of perjury, asserting your genuine belief that the material's removal or restriction was erroneous or due to misidentification;
- Your complete name, email address, postal address, an affirmation indicating your consent to the jurisdiction of the court in the judicial district of your residence, and your agreement to accept the service of process from the Complainant who submitted the notice or their authorized representative.

Please mail your Counter-Notice to the address provided above.

# **Additional Tools**

Please note that our app or website may include third-party tools which are outside of our control. The access to said tools is provided on an 'as is' basis with no warranties, expressed or implied, and without any endorsement. We are not liable for the use of the third-party tools provided on our app or website. You are solely responsible for any risks associated with using said tools, we recommend reading the relevant third-party provider's Terms of Service. bizTOnet has the right to offer new third-party tools in the future.

### Links

bizTOnet has not reviewed all of the sites linked to bizTOnet or on its corresponding website and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement, approval, or control by bizTOnet of the site. Use of any such linked website is at your own risk and we strongly advise you to make your investigations concerning the suitability of those sites.

## **Inaccuracies and Mistakes**

Please note that any content available on our app or website may contain typographical errors, inaccuracies, or mistakes related to the service's description, pricing, promotion, and availability. We have the right to cancel or update any existing services should any information provided by us be proven inaccurate. Said

information can be amended at any time without prior notice. Please note that we are not obligated to clarify any of the information related to our service, including pricing information, except as required by law.

# Notice regarding Apple

To the extent that you are using or accessing bizTOnet on an iOS device, you acknowledge and agree to the terms of this clause. You acknowledge that these Terms of Service are between you and bizTOnet only, not with Apple Inc. (Apple), and Apple is not responsible for bizTOnet and any materials available in bizTOnet.

Apple has no obligation to furnish you with any maintenance and support services concerning bizTOnet.

If bizTOnet fails to conform to any applicable warranty, you may notify Apple and Apple will refund the purchase price of the mobile application to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever concerning bizTOnet and any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty will be our responsibility.

Apple is not responsible for addressing any claims by you or any third party relating to bizTOnet or your use of bizTOnet, including but not limited to (1) product liability claims; (2) any claim that our mobile application fails to conform to any applicable legal or regulatory requirement; and (3) claims to arise under consumer protection or similar legislation.

Apple is not responsible for the investigation, defense, settlement, and discharge of any third-party claim that our mobile application infringes that third party's intellectual property rights.

You agree to comply with any applicable third-party terms when using bizTOnet, including any Usage Rules outlined in the Apple App Store Agreement of Service.

Apple and Apple's subsidiaries are third-party beneficiaries of these Terms of Service, and upon your acceptance of these Terms of Service, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Service against you as a third-party beneficiary of these Terms of Service.

# Indemnification

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) your Contributions; (2) use of the website; (3) breach of these Terms of Service; (4) any breach of your representations and warranties outlined in these Terms of Service; (5) your violation of the rights of a third party, including but not limited to intellectual property rights; or (6) any overt harmful act toward any other user of the website with whom you connected via the website.

Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

# **Right to Terminate**

We may suspend or terminate your bizTOnet account and right to use bizTOnet and these Terms of Service immediately upon written notice to you for any breach of these Terms of Service.

# Severance

Any term of these Terms of Service which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity of the remainder of these Terms of Service is not affected.

## **Entire Agreement**

These Terms of Service and any policies or operating rules posted by us on the website or concerning the website constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms of Service shall not operate as a waiver of such right or provision. These Terms of Service operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We

shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control.

If any provision or part of a provision of these Terms of Service is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms of Service and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment, or agency relationship created between you and us as a result of these Terms of Service or use of the website. You agree that these Terms of Service will not be construed against us by having drafted them. You hereby waive all defenses you may have based on the electronic form of these Terms of Service and the lack of signing by the parties hereto to execute these Terms of Service.

# **Governing Law**

These Terms of Service are governed by and construed by the laws of France. You irrevocably submit to the exclusive jurisdiction of the courts in that location.

# **Content Complaints**

We respect the intellectual property rights of others and require that information posted by Members be accurate and not in violation of the intellectual property rights or other rights of third parties.

# Language

Where bizTOnet has provided you with a translation of the English language version of this Agreement, the Privacy Policy, or any other documentation, you agree that the translation is provided for your convenience only and that the English language versions of this Agreement, the Privacy Policy, and any other documentation will govern your relationship with bizTOnet.

# **Contact Us**

For general inquiries, you can contact us online. For legal notices or service of process, you can write to us at <u>contact@biztonet.com</u>

Or contact us by mail at:

#### bizTOnet SAS

100 rue de Lannoy

59650 Villeneuve d'Ascq

France