



## TERMS AND CONDITIONS

*Last Modified: June 1, 2024*

**THESE TERMS CONTAIN A BINDING, INDIVIDUAL ARBITRATION AND CLASS-ACTION WAIVER PROVISION. IF YOU ACCEPT THESE TERMS, YOU AND BIZI AGREE TO RESOLVE DISPUTES IN BINDING, INDIVIDUAL ARBITRATION AND GIVE UP THE RIGHT TO GO TO COURT INDIVIDUALLY OR AS PART OF A CLASS ACTION.**

### **I. Introduction:**

These terms and conditions are entered into by and between you and Bizi Software LLC, d/b/a Bizi, (“Bizi,” “Company,” “we,” or “us”) The following terms and conditions, together with any documents they incorporate by reference (collectively, “Terms”), govern your access to and use our services, <https://www.getbizi.io>, related websites, subdomains, application tools (including but not limited to mobile apps), software, or other services (collectively, the “Website”), whether as a guest or a registered user.

Please read these Terms carefully before you start to use the Website. **By using the Website or by clicking to accept or agree to the Terms when this option is made available to you, you HEREBY EXPLICITLY accept and agree to be bound and abide by these Terms and our Privacy Policy, incorporated herein by reference. *If you do not wish to agree to these Terms or the Privacy Policy, you must not access or use the Website.***

This Website is offered and available to users who are 18 years of age or older. By using this Website, you represent and warrant that you are of legal age to form a binding contract with Bizi. If you do not meet all of these requirements, you must not access or use the Website.

### **II. Changes to the Terms**

We may revise and update these Terms from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Website thereafter. Your continued use of the Website following the posting of revised Terms means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

### **III. Accessing the Website and Account Security**

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

You are responsible for ensuring that all persons who access the Website through your internet connection are aware of these Terms and comply with them.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is accurate, up to date, and complete. You agree that all information you provide to us, including, but not

limited to, through the use of any interactive features on the Website, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

#### **IV. Intellectual Property Rights**

The Website and its contents, features, and functionality (including, but not limited to, all information, inputs, prompts, questions, templates, Website, text, displays, images, video, audio, and the methodology, design, selection, and arrangement thereof) are owned by Bizi, or its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms permit you to use the Website for its intended use. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing the documents.
- You may store files that are automatically cached by your web browser for display enhancement purposes.
- If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.

#### **You must not:**

- Make copies of any materials or documents from this site, or to make them available online or otherwise to others, except as necessary for your personal, non-commercial use.
- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of the Terms, your right to use the Website will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by Bizi. Any use of the Website not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark, and other laws.

#### **a) Data**

Bizi may collect and store aggregate or anonymized data and information related to your use of the Website that is used by Bizi, including to compile statistical and performance information related to the provision and operation of the Website (“Data”). You hereby unconditionally and irrevocably grant to Bizi an assignment of all right, title, and interest in and to the Data, including all intellectual property rights relating thereto, and applicable to all Data held by Bizi, whether created or acquired by Bizi prior to or after your acceptance of these Terms.

#### **b) Trademarks**

The name, logo, related terms, product and service names, designs, and slogans are trademarks and the intellectual property of Bizi or its affiliates or licensors. You must not use such marks without the prior written permission of Bizi. All other names, logos, product and service names, designs, and slogans on this Website are the trademarks of their respective owners.

#### **V. Prohibited Uses**

You may use the Website only for lawful purposes and in accordance with these Terms. You agree not to use the Website:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or Website to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the Content Standards set out in these Terms.
- To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation.
- To impersonate or attempt to impersonate Bizi, a Bizi employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Website, or which, as determined by us, may harm BIZI or users of the Website, or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party’s use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider, crawler, scraper, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website, or for any other purpose not expressly authorized in these Terms, without our prior written consent.
- Use any device, Website, or routine that interferes with the proper working of the Website.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

## **VI. User Contributions**

The Website may utilize interactive features (collectively, “Interactive Services”) that allow users to input, post, submit, publish, display, store, transmit, or otherwise create documents or materials (collectively, “User Contributions”) on or through the Website. All User Contributions must comply with these Terms.

By creating any User Contribution on the Website, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose/according to your account settings.

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns.
- All of your User Contributions do and will comply with these Terms.

- You understand and acknowledge that you are responsible for any User Contributions you create, and you, not Bizi, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

**We are not responsible or liable to any third party for the content or accuracy of any User Contributions created by you or any other user of the Website.**

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting or submitting any materials on or through the Website. YOU WAIVE AND HOLD HARMLESS BIZI AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

*We assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section, they are provided AS-IS.*

User Contributions must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms and our Privacy Policy.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

**VII. Reliance on Information – INFORMATIONAL ONLY**

The information presented on or through the Website is made available solely for general information purposes and does not constitute legal, financial, or other advice. We do not warrant the accuracy, completeness, or usefulness of this information, including form documents and templates. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

This Website may include content provided by third parties, including materials provided by other users, third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by Bizi, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of Bizi and are provided to you AS-IS. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

**VIII. Links from the Website**

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and

sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

**IX. Disclaimer of Warranties**

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE, WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER BIZI NOR ANY PERSON ASSOCIATED WITH BIZI MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE OR WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER BIZI NOR ANYONE ASSOCIATED WITH BIZI REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE, WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, BIZI HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

**X. Limitation on Liability**

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL BIZI, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE OR THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE. IN NO EVENT WILL THE COLLECTIVE LIABILITY OF BIZI AND ITS SUBSIDIARIES AND AFFILIATES, AND THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS, TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN

CONTRACT, TORT, OR OTHERWISE) EXCEED THE AMOUNT YOU HAVE PAID TO BIZI, FOR THE APPLICABLE PRODUCT OR SERVICE OUT OF WHICH LIABILITY AROSE, IN THE LAST 12 MONTHS.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

#### **XI. Indemnification**

You agree to defend, indemnify, and hold harmless Bizi, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms or your use of the Website, including, but not limited to, your User Contributions, any use of the Website's content, services, and products other than as expressly authorized in these Terms, or your use of any information obtained from the Website.

#### **XII. Binding Individual Arbitration; No Class Actions**

**PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.**

##### **a) Dispute Resolution.**

Most issues can be resolved by contacting Bizi customer support at support@getbizi.io. If an issue cannot be resolved through customer support, you and Bizi agree to resolve any such dispute as described herein, including (where applicable) by binding, individual arbitration. Arbitration is an alternative dispute-resolution procedure where the dispute is submitted to a neutral arbitrator (not a judge or jury) for fair and fast resolution.

Any claim or controversy arising out of or relating to the Terms or any related documents, including any anticipatory breach or disagreement as to interpretation of the purchase terms, that is not resolved by the parties themselves or through a third-party mediator, shall be settled by binding arbitration in Cincinnati, Ohio administered by Cincinnati Bar Association Arbitration Services pursuant to its rules and procedures in effect at the time the dispute is submitted. The arbitrator(s) shall decide all discovery issues. Judgment on the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction. Neither party nor the mediator nor the arbitrator(s) may disclose the existence, content, or results of any mediation or arbitration hereunder without the prior written consent of both parties. All fees and expenses of the mediation and arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of proofs, except that, in arbitration, the prevailing party shall be entitled to an award of reasonable attorney's fees.

If you have an issue that our customer support can't resolve, prior to starting arbitration, you and Bizi agree to attempt to resolve the dispute informally. You and Bizi agree to make a good-faith effort to negotiate any dispute between us for at least 30 days ("Informal Resolution"). Those informal negotiations will start on the day you or Bizi receive a written notice of such dispute. You will send written notice of such dispute to support@getbizi.io. Include your name, any relevant account name you use, address, how to contact you, what the problem is, and what you want Bizi to do. If Bizi has a dispute with you, Bizi will send our written notice to your registered email address and any billing address you have provided us. If the dispute isn't resolved within by Informal Resolution or small-claims court, you or Bizi may start an arbitration in accordance with these Terms.

##### **b) Disputes We Agree to Arbitrate**

You and Bizi agree to submit all Disputes between you and Bizi to individual binding arbitration. "Dispute" means any dispute, claim, or controversy (except those specifically exempted below) between you and Bizi that relates to your use or attempted use of Bizi's products or services and Bizi's products and services generally, including without limitation the validity, enforceability, or scope of this Binding Individual Arbitration section. You and Bizi agree to arbitrate all Disputes regardless of whether the Dispute is based in contract, statute,

regulation, ordinance, tort (including fraud, misrepresentation, fraudulent inducement, or negligence), or any other legal or equitable theory. The Informal Resolution and Arbitration sections do not apply to (1) individual actions in small-claims court; (2) pursuit of enforcement actions through a government agency if the law allows; (3) an action to compel or uphold any prior arbitration decision; (4) Bizi's right to seek injunctive relief against You in a court of law to preserve the status quo while an arbitration proceeds; (5) claims of intellectual-property infringement; (6) claims for indemnification; and (7) the enforceability of the Class Action Waiver clause below. You and Bizi agree that whether a dispute is subject to arbitration under these Terms will be determined by the arbitrator rather than a court.

**c) Arbitration Procedure**

The arbitrator (not a judge or jury) will resolve the Dispute. Unless you and Bizi agree otherwise, any decision or award will include a written statement stating the decision of each claim and the basis for the award, including the arbitrator's essential factual and legal findings and conclusions. The arbitrator may only award legal or equitable remedies that are requested by you or Bizi to satisfy one of our individual claims (that the arbitrator determines are supported by credible relevant evidence). The arbitrator may not award relief against Bizi respecting any person other than you. Any decision or award may be enforced as a final judgment by any court of competent jurisdiction or, if applicable, application may be made to such court for judicial acceptance of any award and an order of enforcement. If you start the arbitration, you must pay any filing fees required for consumer arbitrations. These costs do not include your Attorneys' fees and costs.

**d) Class Action Waiver**

To the maximum extent permitted by applicable law, you and Bizi agree to only bring Disputes in an individual capacity and shall not:

- seek to bring, join, or participate in any class or representative action, collective or class-wide arbitration, or any other action where another individual or entity acts in a representative capacity (e.g., private attorney general actions); or
- consolidate or combine individual proceedings or permit an arbitrator to do so without the express consent of all parties to these Terms and all other actions or arbitrations.

**e) ADDITIONAL ARBITRATION TERMS**

If a Dispute must be arbitrated, you or Bizi must start arbitration of the Dispute within one (1) year from when the Dispute first arose. If applicable law requires you to bring a claim for a Dispute sooner than one year after the Dispute first arose, you must start arbitration in that earlier time period. Bizi encourages you to tell us about a Dispute as soon as possible so we can work to resolve it. The failure to provide timely notice shall bar all claims.

If all or any provision of this Binding Individual Arbitration agreement is found invalid, unenforceable, or illegal, then you and Bizi agree that the provision will be severed and the rest of these Terms shall remain in effect and be construed as if any severed provision had not been included. The sole exception is that if the Class Action Waiver is found invalid, unenforceable, or illegal, you and Bizi agree that it will not be severable; this entire Binding Individual Arbitration section will be void and unenforceable and any dispute will be resolved in court subject to the venue and choice of clauses specified in these Terms. Under no circumstances shall arbitration be conducted on a class basis without Bizi's express consent.

This Binding Individual Arbitration section survives any termination of these Terms or Bizi's provision of services to you.

Although Bizi may revise these Terms in its discretion, Bizi does not have the right to alter these Terms to arbitrate or the rules specified herein with respect to any Dispute once that Dispute arises.

**XIII. Limitation on Time to File Claims**

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE

OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

**XIV. Waiver and Severability**

No waiver by Bizi of any term or condition set out in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Bizi to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.

**XV. Feedback**

If you send or transmit any communications or materials to Bizi by mail, email, telephone, or otherwise, suggesting or recommending changes to the Website, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like (“Feedback”), Bizi is free to use such Feedback irrespective of any other obligation or limitation between the parties governing such Feedback. You hereby assign to Bizi all right, title, and interest in, and Bizi is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Bizi is not required to use any Feedback.

**XVI. Assignment**

You may not assign, transfer, or delegate any or all of your rights or obligations under these Terms. Bizi may assign, transfer, or delegate any or all of its rights and obligations under these Terms to a third party, including to a successor of all or substantially all of the assets of Bizi through merger, reorganization, consolidation, or acquisition, and including the transfer of any rights, licenses, or consents related to the storage and use of Feedback, Aggregate Data, User Contributions, and other data and information.

**XVII. Relationship of the Parties**

To the extent that the Terms or any incorporated documents create any relationship between the parties, that relationship shall be that of an independent contractor relationship. Nothing contained in the Terms shall be construed to: (i) give any party the power to direct and control the day-to-day activities of the other, (ii) constitute the parties as partners, joint venturers, co-owners, or otherwise as participants in a joint or common undertaking, or (iii) constitute any party, its agents, or employees as employees of any other party or grant any of them the power or authority to act for, bind, or otherwise create or assume any obligation on behalf of any of the other parties for any purpose whatsoever.

**XVIII. Your Comments and Concerns**

The Website, including any Website applications, websites, or other services, is operated by Bizi and all Feedback, comments, requests for technical support, and other communications relating to the Website should be directed to: [support@getbizi.io](mailto:support@getbizi.io).

**AGREED AND ACCEPTED BY YOU UPON USE OF THE WEBSITE.**