

BIZWORLD TERMS OF USE

Effective Date: July 28, 2017

PLEASE READ THIS AGREEMENT CAREFULLY. IT SETS FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR USE OF THE SERVICE.

Welcome! You have arrived at <http://bizworld.org> and/or are otherwise interacting with our Service (defined below), which is owned and operated by The BizWorld Foundation, Inc. (collectively, “**BW**,” “**we**,” “**our**,” or “**us**”). These Terms of Use (“**Terms**”) govern your use of any online service location (*e.g.*, website or mobile app) that posts a link to these Terms (“**Site**”), and also applies to all features, widgets, plug-ins, applications, content, downloads, packages of educational materials provided for license via the Site or in hardcopy, (the “**BizWorld Products**”) and other services that we own and control and make available through a Site, and/or that post or link to these Terms (collectively, the “**Service**”), regardless of how you access or use it, whether via computer, mobile device or otherwise. By using the Service, you acknowledge and accept the Service’s [Privacy Policy](#) and consent to the collection and use of your data, where applicable, in accordance with the [Privacy Policy](#). By using the Service, you further agree that BW may change, alter, or modify the settings or configurations on your Device (defined below) in order to allow for or optimize your use of the Service. If you want to use the Service, then carefully read these entire Terms (including all links to details), as they constitute a written agreement between you and us and they affect your legal rights and obligations. The summaries of provisions and section headings are provided for convenience only and shall not limit the full Terms. Each time you access and/or use the Service (other than to simply read these Terms), you agree to be bound by and comply with the Terms then posted.

Full Details of Terms of Use

1. Service Content, Ownership, Limited License, and Rights of Others

A. Content. The Service contains a variety of: (i) materials and other items relating to BW and its products and services, and similar items from our licensors and other third parties, including all layout, information, articles, posts, text, data, files, images, scripts, designs, graphics, button icons, instructions, illustrations, photographs, audio clips, music, sounds, pictures, videos, advertising copy, URLs, technology, software, interactive features, the “look and feel” of the Service, and the compilation, assembly, and arrangement of the materials of the Service and any and all copyrightable material (including source and object code); (ii) trademarks, logos, trade names, trade dress, service marks, and trade identities of various parties, including those of BW (collectively, “**Trademarks**”); and (iii) other forms of intellectual property (all of the foregoing, collectively “**Content**”).

B. Ownership. The Service (including past, present, and future versions) and the Content are owned or controlled by BW and our licensors and certain other third parties. All right, title, and interest in and to the Content available via the Service is the property of BW or our licensors or certain other third parties, and is protected by U.S. and international copyright, trademark, trade dress, patent and/or other intellectual property and unfair competition rights and laws to the fullest extent possible. BW owns the copyright in the selection, compilation, assembly, arrangement, and enhancement of the Content on the Service.

C. Limited License to BizWorld Products and Other Content. The BizWorld Products are made available upon purchase for use as follows: pursuant to pricing and other terms provided on the Service, BW grants you a limited, non-exclusive, revocable, non-assignable and non-transferrable license to download, display, view, use, play and/or print the BizWorld Products (1) solely for educational use and in primary or secondary education classroom settings, and (2) provided that such use is provided or made available to students at no additional charge (*e.g.*, you do not charge students separately for participating in a BizWorld program

using the BizWorld Products) either on a standalone basis or as it may be combined with other products and services sold for a fee. For all other Content not so purchased under license for you as set forth above, subject to your strict compliance with these Terms, BW grants you a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license to (i) download (temporary storage only), display, view, use, play, and/or print one copy of the Content (excluding source and object code in raw form or otherwise, other than as made available to access and use to enable display and functionality) on a personal computer, mobile phone or other wireless device, or other Internet enabled device (each, a “**Device**”) for your personal, non-commercial use only. The foregoing limited license (i) does not give you any ownership of, or any other intellectual property interest in, any Content, and (ii) may be immediately suspended or terminated for any reason, in BW’s sole discretion, and without advance notice or liability. In some instances, we may permit you to have greater access to and use of Content.

2. Content You Submit and Usage Rules

A. User-Generated Content.

(i) **General.** BW may now or in the future offer users of the Service the opportunity to create, build, post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the Service (collectively, “**submit**”) messages, avatars, text, illustrations, files, images, graphics, photos, comments, responses, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, personally identifiable information, or other information or materials and the ideas contained therein (collectively “**User-Generated Content**”). BW may allow you to do this through your Profile Page (defined below), contact us tools, e-mail, and other communications functionality. Subject to the rights and license you grant in these Terms, you retain whatever legally cognizable right, title, and interest that you have in your User-Generated Content and you remain ultimately responsible for it.

(ii) **Non-Confidentiality of Your User-Generated Content.** Except as otherwise described in the Service’s posted [Privacy Policy](#), you agree that (a) your User-Generated Content will be treated as non-confidential – regardless of whether you mark them “confidential,” “proprietary,” or the like – and will not be returned, and (b) BW does not assume any obligation of any kind to you or any third party with respect to your User-Generated Content. Upon BW’s request, you will furnish us with any documentation necessary to substantiate the rights to such content and to verify your compliance with these Terms. You acknowledge that the Internet and mobile communications may be subject to breaches of security and that you are aware that submissions of User-Generated Content may not be secure, and you will consider this before submitting any User-Generated Content and do so at your own risk.

In your communications with BW, please keep in mind that we do not seek any unsolicited ideas or materials for products or services, or even suggested improvements to products or services, including, without limitation, ideas, concepts, inventions, or designs for music, websites, apps, books, scripts, screenplays, motion pictures, television shows, theatrical productions, software or otherwise (collectively, “**Unsolicited Ideas and Materials**”). Any Unsolicited Ideas and Materials you post on or send to us via the Service are deemed User-Generated Content and licensed to us as set forth below. In addition, BW retains all of the rights held by members of the general public with regard to your Unsolicited Ideas and Materials.

(iii) **License to BW of Your User-Generated Content.** You hereby grant to BW, and you agree to grant to BW, the non-exclusive, unrestricted, unconditional, unlimited, worldwide, irrevocable, perpetual, and cost-free right and license to use, copy, record, distribute, reproduce, disclose, sell, re-sell, sublicense (through multiple levels), display, publicly perform, transmit, publish, broadcast, translate, make derivative works of, and otherwise use and exploit in any manner whatsoever, all or any portion of your User-Generated Content (and derivative works thereof), for any purpose whatsoever in all formats, on or through any means or medium now known or hereafter developed, and with any technology or devices now known or hereafter developed, and to advertise, market, and promote the same. Without limitation, the granted rights

include the right to: (a) configure, host, index, cache, archive, store, digitize, compress, optimize, modify, reformat, edit, adapt, publish in searchable format, and remove such User-Generated Content and combine same with other materials, and (b) use any ideas, concepts, know-how, or techniques contained in any User-Generated Content for any purposes whatsoever, including developing, producing, and marketing products and/or services. You understand that in exercising such rights metadata, notices and content may be removed or altered, including copyright management information, and you consent thereto and represent and warrant you have all necessary authority to do so.

(iv) **Exclusive Right to Manage Our Service.** BW may, but will not have any obligation to, review, monitor, display, post, store, maintain, accept, or otherwise make use of, any of your User-Generated Content, and BW may, in its sole discretion, reject, delete, move, re-format, remove or refuse to post or otherwise make use of User-Generated Content without notice or any liability to you or any third party in connection with our operation of User-Generated Content venues in an appropriate manner. Such User-Generated Content submitted by you or others need not be maintained on the Service by us for any period of time and you will not have the right, once submitted, to access, archive, maintain, or otherwise use such User-Generated Content on the Service or elsewhere.

(v) **Representations and Warranties Related to Your User-Generated Content.** Each time you submit any User-Generated Content, you represent and warrant that you are at least the age of majority in the jurisdiction in which you reside and are the parent or legal guardian, or have all proper consents from the parent or legal guardian, of any minor who is depicted in or contributed to any User-Generated Content you submit, and that, as to that User-Generated Content, (a) you are the sole author and owner of the intellectual property and other rights to the User-Generated Content, or you have a lawful right to submit the User-Generated Content and grant BW the rights to it that you are granting by these Terms, all without any BW obligation to obtain consent of any third party and without creating any obligation or liability of BW; (b) the User-Generated Content is accurate; (c) the User-Generated Content does not and, as to BW's permitted uses and exploitation set forth in these Terms, will not infringe any intellectual property or other right of any third party; and (d) the User-Generated Content will not violate these Terms (including the Rules), or cause injury or harm to any person.

(vi) **Enforcement.** BW has no obligation to monitor or enforce your intellectual property rights to your User-Generated Content, but you grant us the right to protect and enforce our rights to your User-Generated Content, including by bringing and controlling actions in your name and on your behalf (at BW's cost and expense, to which you hereby consent and irrevocably appoint BW as your attorney-in-fact, with the power of substitution and delegation, which appointment is coupled with an interest).

B. Usage Rules. As a user of the Service, these Usage Rules (“**Rules**”) are here to help you understand the conduct that is expected of members of the Service.

(i) **Nature of Rules.** Your participation in the Service is subject to all of the Terms, including these Rules:

- **Your User-Generated Content.** All of your User-Generated Content either must be original with you or you must have all necessary rights in it from third parties in order to permit you to comply with these Terms. Your User-Generated Content should not contain any visible logos, phrases, or trademarks that belong to third parties. Do not use any User-Generated Content that belongs to other people and pass it off as your own; this includes any content that you might have found elsewhere on the Internet. If anyone contributes to your User-Generated Content or has any rights to your User-Generated Content, or if anyone appears or is referred to in the User-Generated Content, then you must also have their permission to submit such User-Generated Content to BW.

- **Speaking of Photos: No Pictures, Videos, or Images of Anyone Other Than You and Your Friends and Family.** If you choose to submit photos to the Service, link to embedded videos, or include other images of real people, then make sure they are of you or of you and someone you know – and only if you have their express permission to submit it.
- **Act Appropriately.** All of your Service activities must be venue appropriate, as determined by us. If you think your User-Generated Content might offend someone or be embarrassing to someone, then chances are it probably will and it doesn't belong on the Service. Cursing, harassing, stalking, insulting comments, personal attacks, gossip, and similar actions are prohibited. Your User-Generated Content must not threaten, abuse, or harm others, and it must not include any negative comments that are connected to race, national origin, gender, sexual orientation, or physical handicap. Your User-Generated Content must not be defamatory, slanderous, indecent, obscene, pornographic, or sexually explicit.
- **Do Not Use for Commercial or Political Purposes.** Your User-Generated Content must not advertise or promote a product or service or other commercial activity (other than promotions of BizWorld Products as expressly permitted or requested by BW), or a politician, public servant, or law.
- **Do Not Use for Inappropriate Purposes.** Your User-Generated Content must not promote any infringing, illegal, or other similarly inappropriate activity.
- **Be Honest and Do Not Misrepresent Yourself or Your User-Generated Content.** Do not impersonate any other person, user, or company, and do not submit User-Generated Content that you believe may be false, fraudulent, deceptive, inaccurate, or misleading, or that misrepresents your identity or affiliation with a person or company.
- **Others Can See.** We hope that you will use the Service to exchange information and content and have venue appropriate discussions with other members. However, please remember that User-Generated Content that you submit on the Service may be accessible and viewable by other users. Do not submit personally identifying information (*e.g.*, first and last name together, password, phone number, address, credit card number, medical information, e-mail address, or other personally identifiable information or contact information) on the Service and take care when disclosing this type of information to others.
- **Don't Share Other Peoples' Personal Information.** Your User-Generated Content should not reveal another person's address, phone number, e-mail address, social security number, credit card number, medical information, financial information, or any other information that may be used to track, contact, or impersonate that individual, unless, and in the form and by the method, specifically requested by BW.
- **Don't Damage the Service or Anyone's Computers or Other Devices.** Your User-Generated Content must not submit viruses, Trojan horses, spyware, or any other technologies or malicious code that could impact the operation of the Service or any computer or other Device.

If you submit User-Generated Content that BW reasonably believes violates these Rules, then we may take any legally available action that we deem appropriate, in our sole discretion. However, we are not obligated to take any action not required by law. We may require, at any time, proof of the permissions referred to above in a form acceptable to us. Failure to provide such proof may lead to, among other things, the User-Generated Content in question being removed from the Service.

(ii) **Your Interactions With Other Users; Disputes.** You are solely responsible for your interaction with other users of the Service, whether online or offline. We are not responsible or liable for the conduct or content of any user. We reserve the right, but have no obligation, to monitor or become involved in disputes between you and other users. Exercise common sense and your best judgment in your interactions with others (*e.g.*, when you submit any personal or other information) and in all of your other online activities.

3. Service and Content Use Restrictions

A. Service Use Restrictions. You agree that you will not: (i) engage in any activities through or in connection with the Service that seek to attempt to or do harm any individuals or entities or are unlawful, offensive, obscene, lewd, lascivious, filthy, violent, threatening, harassing, or abusive, or that violate any right of any third party, or are otherwise objectionable to BW; (ii) reverse engineer, decompile, disassemble, reverse assemble, or modify any Service source or object code or any software or other products, services, or processes accessible through any portion of the Service; (iii) engage in any activity that interferes with a user's access to the Service or the proper operation of the Service, or otherwise causes harm to the Service, BW, or other users of the Service; (iv) interfere with or circumvent any security feature of the Service or any feature that restricts or enforces limitations on use of or access to the Service, the Content, or the User-Generated Content; (v) harvest or otherwise collect or store any information (including personally identifiable information about other users of the Service, including e-mail addresses, without the express consent of such users); (vi) attempt to gain unauthorized access to the Service, other computer systems or networks connected to the Service, through password mining or any other means; or (vii) otherwise violate these Terms.

B. Content Use Restrictions. You also agree that, in using the Service: (i) you will not monitor, gather, copy, or distribute the Content (except as may be a result of standard search engine activity or use of a standard browser) on the Service by using any robot, rover, "bot", spider, scraper, crawler, spyware, engine, device, software, extraction tool, or any other automatic device, utility, or manual process of any kind; (ii) you will not frame or utilize framing techniques to enclose any such Content (including any images, text, or page layout); (iii) you will keep intact all Trademark, copyright, and other intellectual property notices contained in such Content; (iv) you will not use such Content in a manner that suggests an unauthorized association with any of our or our licensors' products, services, or brands; (v) you will not make any modifications to such Content; (vi) you will not copy, modify, reproduce, archive, sell, lease, rent, exchange, create derivative works from, publish by hard copy or electronic means, publicly perform, display, disseminate, distribute, broadcast, retransmit, circulate or transfer to any third party or on any third-party application or website, or otherwise use or exploit such Content in any way for any purpose except as specifically permitted by these Terms or with the prior written consent of an officer of BW or, in the case of Content from a licensor, the owner of the Content; and (vii) you will not insert any code or product to manipulate such Content in any way that adversely affects any user experience.

C. Availability of Service and Content. BW may immediately suspend or terminate the availability of the Service and Content (and any elements and features of them), in whole or in part, for any reason, in BW's sole discretion, and without advance notice or liability.

4. Accounts

A. Accounts.

In order to access or use some (or potentially all) of the features on the Service, you must first register through our online registration process on the Service. The Service's practices governing any resulting collection and use of your personal information are disclosed in its [Privacy Policy](#).

If you register for any feature that requires a password and/or username, then you will select your own password at the time of registration (or we may send you an e-mail notification with a randomly generated initial

password) and you agree that: (i) You will not use a username (or e-mail address) that is already being used by someone else, may impersonate another person, belongs to another person, violates the intellectual property or other right of any person or entity, or is offensive. In the event that you have licensed BizWorld Products from BW, to the extent that you enable your students to obtain limited access to the Service, student accounts will be generated as further described in our Privacy Policy. We may reject the use of any password, username, or e-mail address for any other reason in our sole discretion; (ii) You will provide true, accurate, current, and complete registration information about yourself in connection with the registration process and, as permitted, to maintain and update it including on your Profile Page, continuously and promptly to keep it accurate, current, and complete; (iii) You are solely responsible for all activities that occur under your account, password, and username – whether or not you authorized the activity; (iv) You are solely responsible for maintaining the confidentiality of your password and for restricting access to your Device so that others may not access any password protected portion of the Service using your name, username, or password; (v) You will immediately notify us of any unauthorized use of your account, password, or username, or any other breach of security; and (vi) You will not sell, transfer, or assign your account or any account rights.

We will not be liable for any loss or damage (of any kind and under any legal theory) to you or any third party arising from your inability or failure for any reason to comply with any of the foregoing obligations.

If any information that you provide, or if we have reasonable grounds to suspect that any information that you provide, is false, inaccurate, outdated, incomplete, or violates these Terms, or any applicable law, then we may suspend or terminate your account. We also reserve the more general and broad right to terminate your account or suspend or otherwise deny you access to it or its benefits – all in our sole discretion, for any reason, and without advance notice or liability.

B. Profiles. Your Profile Page may not include any form of prohibited User-Generated Content. Without limiting the foregoing, Profile Pages may not include content that you are attempting to sell through the Service, and cannot be used to conduct commercial activities, including, but not limited to, transactions, advertising, fundraising, contests or other promotions absent our prior written consent. We may offer you the ability to set preferences relating to your profile or Service activities, but settings may not become effective immediately or be error free, and options may change from time-to-time. We assume no responsibility or liability for users' Profile material.

5. Procedure For Alleging Copyright Infringement

A. DMCA Notice. BW will respond appropriately to notices of alleged copyright infringement that comply with the U.S. Digital Millennium Copyright Act (“DMCA”), as set forth below. If you own a copyright in a work (or represent such a copyright owner) and believe that your (or such owner's) copyright in that work has been infringed by an improper posting or distribution of it via the Service, then you may send us a written notice that includes all of the following:

- (i) a legend or subject line that says: “DMCA Copyright Infringement Notice”;
- (ii) a description of the copyrighted work that you claim has been infringed or, if multiple copyrighted works are covered by a single notification, a representative list of such works;
- (iii) a description of where the material that you claim is infringing or is the subject of infringing activity is located that is reasonably sufficient to permit us to locate the material (please include the URL of the Service on which the material appears);
- (iv) your full name, address, telephone number, and e-mail address;

- (v) a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- (vi) a statement by you, made under penalty of perjury, that all the information in your notice is accurate, and that you are the copyright owner (or, if you are not the copyright owner, then your statement must indicate that you are authorized to act on the behalf of the owner of an exclusive right that is allegedly infringed); and
- (vii) your electronic or physical signature.

BW will only respond to DMCA Notices that it receives by mail, e-mail, or facsimile at the addresses below:

By Mail: **555 12th Street Oakland, CA 94607**

By E-Mail: **support@BizWorld.org**

By Facsimile: **415-863-2072**

It is often difficult to determine if your copyright has been infringed. BW may elect to not respond to DMCA Notices that do not substantially comply with all of the foregoing requirements, and BW may elect to remove allegedly infringing material that comes to its attention via notices that do not substantially comply with the DMCA. Please note that the DMCA provides that any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability. We may send the information that you provide in your notice to the person who provided the allegedly infringing work. That person may elect to send us a DMCA Counter-Notification. Without limiting BW's other rights, BW may, in appropriate circumstances, terminate a repeat infringer's access to the Service.

B. Counter-Notification. If access on the Service to a work that you submitted to BW is disabled or the work is removed as a result of a DMCA Notice, and if you believe that the disabled access or removal is the result of mistake or misidentification, then you may send us a DMCA Counter-Notification to the addresses above. Your DMCA Counter-Notification should contain the following information:

- (i) a legend or subject line that says: "DMCA Counter-Notification";
- (ii) a description of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled (please include the URL of the Service from which the material was removed or access to it disabled);
- (iii) a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled;
- (iv) your full name, address, telephone number, e-mail address, and the username of your account;
- (v) a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or, if the address is located outside the U.S.A., to the jurisdiction of the United States District Court for the Central District of California), and that you will accept service of process from the person who provided DMCA notification to us or an agent of such person; and
- (vi) your electronic or physical signature.

Please note that the DMCA provides that any person who knowingly materially misrepresents that material or activity was removed or disabled by mistake or misidentification may be subject to liability.

If we receive a DMCA Counter-Notification, then we may replace the material that we removed (or stop disabling access to it) in not less than ten (10) and not more than fourteen (14) business days following receipt of the DMCA Counter-Notification. However, we will not do this if we first receive notice at the addresses above that the party who sent us the DMCA Copyright Infringement Notice has filed a lawsuit asking a court for an order restraining the person who provided the material from engaging in infringing activity relating to the material on the Service. You should also be aware that we may forward the Counter-Notification to the party who sent us the DMCA Copyright Infringement Notice.

6. Procedure For Alleging Infringement of Other Intellectual Property

If you own intellectual property other than copyrights and believe that your intellectual property has been infringed by an improper posting or distribution of it via the Service, then you may send us a written notice to the addresses set forth above that includes all of the following:

- (a) a legend or subject line that says: "Intellectual Property Infringement Notice";
- (b) a description of the intellectual property that you claim has been infringed;
- (c) a description of where the material that you claim is infringing or is the subject of infringing activity is located that is reasonably sufficient to permit us to locate the material (please include the URL of the Service on which the material appears);
- (d) your full name, address, telephone number, and e-mail address;
- (e) a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the owner of the intellectual property, its agent, or the law;
- (f) a statement by you, made under penalty of perjury, that all the information in your notice is accurate, and that you are the owner of the intellectual property at issue (or, if you are not the owner, then your statement must indicate that you are authorized to act on the behalf of the owner of the intellectual property that is allegedly infringed); and
- (g) your electronic or physical signature.

We will act on such notices in our sole discretion. Any user of the Service that fails to respond satisfactorily to BW with regard to any such notice is subject to suspension or termination. We may send the information that you provide in your notice to the person who provided the allegedly infringing material.

7. Notices, Questions

You agree that: (1) we may give you notices of new, revised or changed terms and other important matters by prominently posting notice on the home page of the Service, or in another reasonable manner; and (2) we may contact you by mail or e-mail sent to the address provided by you. You agree to promptly notify us if you change your e-mail or mailing address by updating your Profile Settings. All legal notices to us must be sent to BizWorld.org, 555 12th Street, Oakland California 94607.

If you have a question regarding using the Service, you may contact BW Customer Support by sending an e-mail to us at support@BizWorld.org or calling us at (888) 424-9543. You acknowledge that the provision of

customer support is at BW's sole discretion and that we have no obligation to provide you with customer support of any kind.

8. Third-Party Sites; Advertisements; Dealings with Third Parties

A. Third-Party Content and Sites; Advertisements. The Service may contain third party plug-ins and/or applications, and/or links to third-party websites that are not owned, controlled or operated by BW, and the Service may also include links to third-party ads on the Service or otherwise, to or from third-party websites (collectively, "**Third-Party Sites**"), including websites operated by advertisers, licensors, licensees, and certain other third parties who may have business relationships with BW. BW may have no control over the content, operations, policies, terms, or other elements of Third-Party Sites, and BW does not assume any obligation to review any Third-Party Sites. BW does not necessarily endorse, approve, or sponsor any Third-Party Sites, or any third-party content, advertising, information, materials, products, services, or other items. Furthermore, BW is not responsible for the quality or delivery of the products or services offered, accessed, obtained by or advertised at such Third-Party Sites. Finally, BW will under no circumstances be liable for any direct, indirect, incidental or special loss or other damage, whether arising from negligence, breach of contract, defamation, infringement of copyright or other intellectual property rights, caused by the exhibition, distribution or exploitation of any information or content contained within these Third-Party Sites. Any activities you engage in connection with any of the same are subject to the privacy and other policies, terms and conditions of use and/or sale, and rules issued by the operator of the Third-Party Sites. BW disclaims all liability in connection therewith.

B. Dealings with Third Parties. Any interactions, correspondence, transactions, and other dealings that you have with any third parties found on or through the Service (including on or via Third-Party Sites or advertisements) are solely between you and the third party (including issues related to the content of third-party advertisements, payments, delivery of goods, warranties (including product warranties), privacy and data security, and the like).

9. Wireless Features

A. Wireless Features. The Service may offer certain features and services that are available to you via your wireless Device. These features and services may include the ability to access the Service's features and upload content to the Service, receive messages from the Service, and download applications to your wireless Device (collectively, "**Wireless Features**"). Standard messaging, data, and other fees may be charged by your carrier to participate in Wireless Features. Fees and charges may appear on your wireless bill or be deducted from your pre-paid balance. Your carrier may prohibit or restrict certain Wireless Features and certain Wireless Features may be incompatible with your carrier or wireless Device. You should check with your carrier to find out what plans are available and how much they cost. Contact your carrier with questions regarding these issues.

B. Terms of Wireless Features. You agree that as to the Wireless Features for which you are registered for, we may send communications to your wireless Device regarding us or other parties. Further, we may collect information related to your use of the Wireless Features. If you have registered via the Service for Wireless Features, then you agree to notify BW of any changes to your wireless contact information (including phone number) and update your accounts on the Service to reflect the changes.

10. Dispute Resolution

Certain portions of this Section 10 are deemed to be a "written agreement to arbitrate" pursuant to the Federal Arbitration Act. You and BW agree that we intend that this Section 10 satisfies the "writing" requirement of the Federal Arbitration Act. This Section 10 can only be amended by mutual agreement.

A. First – Try To Resolve Disputes and Excluded Disputes. If any controversy, allegation, or claim arises out of or relates to the Service, the Content, your User-Generated Content, these Terms whether heretofore or hereafter arising (collectively, “**Dispute**”), or to any of BW’s actual or alleged intellectual property rights (an “**Excluded Dispute**”, which includes those actions set forth in Section 10.D), then you and we agree to send a written notice to the other providing a reasonable description of the Dispute or Excluded Dispute, along with a proposed resolution of it. Our notice to you will be sent to you based on the most recent contact information that you provide us. But if no such information exists or if such information is not current, then we have no obligation under this Section 10.A. Your notice to us must be sent to: 555 12th Street Oakland, CA 94607. For a period of sixty (60) days from the date of receipt of notice from the other party, BW and you will engage in a dialogue in order to attempt to resolve the Dispute or Excluded Dispute, though nothing will require either you or BW to resolve the Dispute or Excluded Dispute on terms with respect to which you and BW, in each of our sole discretion, are not comfortable.

B. Forums For Alternative Dispute Resolution

(i) Arbitration. If we cannot resolve a Dispute as set forth in Section 10.A within sixty (60) days of receipt of the notice, then either you or we may submit the Dispute to formal arbitration in accordance with this Section 10.B. If we cannot resolve an Excluded Dispute as set forth in Section 10.A within sixty (60) days of receipt of the notice, then either you or we may submit the Excluded Dispute to formal arbitration only if you and BW consent, in a writing signed by you and an Officer or legal representative of BW, to have that Excluded Dispute subject to arbitration. In such a case, (and only in such a case), that Excluded Dispute will be deemed a “Dispute” for the remainder of this Section 10.B.

Upon expiration of the applicable sixty-day period and to the fullest extent permitted by applicable law, a Dispute will be resolved solely by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association (“**AAA**”). The arbitration will be heard and determined by a single neutral arbitrator who is a retired judge or a lawyer with not less than fifteen (15) years experience as a practicing member of the bar in the substantive practice area related to the Dispute, who will administer the proceedings in accordance with the AAA’s Supplementary Procedures for Consumer Related Disputes. If The arbitrator will apply applicable law and the provisions of these Terms, will determine any Dispute according to the applicable law and facts based upon the record and no other basis, and will issue a reasoned award. If you and BW do not both consent to the arbitration of an Excluded Dispute as set forth in the immediately preceding paragraph of this Section 10.B(i), then this paragraph and the remainder of this Section 10.B will not apply to the Excluded Dispute.

If a party properly submits the Dispute to the AAA for formal arbitration and the AAA is unwilling or unable to set a hearing date within sixty (60) days of the filing of a “demand for arbitration,” then either party can elect to have the arbitration administered by the Judicial Arbitration and Mediation Services Inc. (“**JAMS**”) using JAMS’ streamlined Arbitration Rules and Procedures, or by any other arbitration administration service that you and an officer or legal representative of BW consent to in writing. The substantive practice area requirements for the arbitrator set forth in the paragraph above for the AAA arbitration will also apply to any such arbitration under JAMS or another arbitration service.

(ii) Nature, Limitations, and Location of Alternative Dispute Resolution. In arbitration, as with a court, the arbitrator must honor the terms of these Terms and can award the prevailing party damages and other relief (including attorneys’ fees). However, WITH ARBITRATION (A) THERE IS NO JUDGE OR JURY, (B) THE ARBITRATION PROCEEDINGS AND ARBITRATION OUTCOME ARE SUBJECT TO CERTAIN CONFIDENTIALITY RULES, AND (C) JUDICIAL REVIEW OF THE ARBITRATION OUTCOME IS LIMITED. All parties to the arbitration will have the right, at their own expense, to be represented by an attorney or other advocate of their choosing. If an in-person arbitration hearing is required, then it will be conducted in the “metropolitan statistical area” (as defined by the U.S. Census Bureau) where you are a resident at the time the Dispute is submitted to arbitration. You and we will pay the administrative and

arbitrator's fees and other costs in accordance with the applicable arbitration rules; but if applicable arbitration rules or laws require BW to pay a greater portion or all of such fees and costs in order for this Section 10 to be enforceable, then BW will have the right to elect to pay the fees and costs and proceed to arbitration, or to decline to do so and have the matter resolved through the courts. Discovery will be permitted pursuant to the applicable arbitration rules. The arbitrator's decision must consist of a written statement stating the disposition of each claim of the Dispute, and must provide a statement of the essential findings and conclusions on which the decision and any award (if any) is based. Judgment on the arbitration decision and award (if any) may be entered in or by any court that has jurisdiction over the parties pursuant to Section 9 of the Federal Arbitration Act.

C. Limited Time To File Claims. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IF YOU OR WE WANT TO ASSERT A DISPUTE (BUT NOT AN EXCLUDED DISPUTE) AGAINST THE OTHER, THEN YOU OR WE MUST COMMENCE IT (BY DELIVERY OF WRITTEN NOTICE AS SET FORTH IN SECTION 10.A) WITHIN ONE (1) YEAR AFTER THE DISPUTE ARISES – OR IT WILL BE FOREVER BARRED.

D. Injunctive Relief. The foregoing provisions of this Section 10 will not apply to any legal action taken by BW to seek an injunction or other equitable relief in connection with, any loss, cost, or damage (or any potential loss, cost, or damage) relating to the Service, any Content, your User-Generated Content and/or BW's intellectual property rights, BW's operations, and/or BW's products or services.

E. Small Claims Matters Are Excluded From Arbitration Requirement. Notwithstanding the foregoing, either of us may bring qualifying claim of Disputes (but not Excluded Disputes) in small claims court, subject to Section 10.G.

F. No Class Action Matters. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other arbitration or other proceedings that involve any claim or controversy of any other party. But if, for any reason, any court with competent jurisdiction or any arbitrator selected pursuant to Section 10.B(i) holds that this restriction is unconscionable or unenforceable, then our agreement in Section 10.B to arbitrate will not apply and the Dispute must be brought exclusively in court pursuant to Section 10.G.

G. Federal and State Courts in Boston. Except to the extent that arbitration is required in Section 10.B, and except as to the enforcement of any arbitration decision or award, any action or proceeding relating to any Dispute or Excluded Dispute may only be instituted in state or federal court in San Francisco, California. Accordingly, you and BW consent to the exclusive personal jurisdiction and venue of such courts for such matters.

11. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

YOUR ACCESS TO AND USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS", "AS AVAILABLE", AND "WITH ALL FAULTS" BASIS. Therefore, to the fullest extent permissible by law, The BizWorld Foundation, Inc. and its subsidiaries and each of their respective employees, directors, members, managers, shareholders, agents, vendors, licensors, licensees, contractors, customers, successors, and assigns (collectively, "**BW Parties**") hereby disclaim and make no representations, warranties, endorsements, or promises, express or implied, as to: (a) the Service (including the Content and the User-Generated Content); (b) the functions, features, or any other elements on, or made accessible through, the Service; (c) any products, services, or instructions offered or referenced at or linked through the Service; (d) security associated with the transmission of your User-Generated Content transmitted to BW or via the Service; (e) whether the Service or the servers that make the Service available are free from any harmful components (including viruses, Trojan horses, and other technologies that could adversely impact your Device); (f) whether the information (including any instructions) on the Service is accurate, complete, correct, adequate, useful, timely, or reliable; (g) whether any defects to or errors on the Service will be repaired or

corrected; (h) whether your access to the Service will be uninterrupted; (i) whether the Service will be available at any particular time or location; and (j) whether your use of the Service is lawful in any particular jurisdiction.

EXCEPT FOR ANY SPECIFIC WARRANTIES PROVIDED HEREIN OR IN ADDITIONAL TERMS PROVIDED BY A BW PARTY, BW PARTIES HEREBY FURTHER DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION, AND FREEDOM FROM COMPUTER VIRUS.

Some jurisdictions limit or do not allow the disclaimer of implied or other warranties so the above disclaimers may not apply to the extent such jurisdictions' laws are applicable.

12. LIMITATIONS OF OUR LIABILITY

UNDER NO CIRCUMSTANCES WILL ANY BW PARTIES BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGES OF ANY KIND, including personal injury or death or for any direct, indirect, economic, exemplary, special, punitive, incidental, or consequential losses or damages that are directly or indirectly related to: (a) the Service (including the Content and the User-Generated Content); (b) your use of or inability to use the Service, or the performance of the Service; (c) any action taken in connection with an investigation by BW Parties or law enforcement authorities regarding your access to or use of the Service; (d) any action taken in connection with copyright or other intellectual property owners or other rights owners; (e) any errors or omissions in the Service's technical operation; or (f) any damage to any user's computer, hardware, software, modem, or other equipment or technology, including damage from any security breach or from any virus, bugs, tampering, fraud, error, omission, interruption, defect, delay in operation or transmission, computer line, or network failure or any other technical or other malfunction, including losses or damages in the form of lost profits, loss of goodwill, loss of data, work stoppage, accuracy of results, or equipment failure or malfunction.

The foregoing limitations of liability will apply even if any of the foregoing events or circumstances were foreseeable and even if BW Parties were advised of or should have known of the possibility of such losses or damages, regardless of whether you bring an action based in contract, negligence, strict liability, or tort (including whether caused, in whole or in part, by negligence, acts of god, telecommunications failure, or destruction of the Service).

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages of the sort that are described above, so the above limitation or exclusion may not apply to you.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL BW PARTIES' TOTAL LIABILITY TO YOU, FOR ALL POSSIBLE DAMAGES, LOSSES, AND CAUSES OF ACTION IN CONNECTION WITH YOUR ACCESS TO AND USE OF THE SERVICE AND YOUR RIGHTS UNDER THESE TERMS, EXCEED AN AMOUNT EQUAL TO THE AMOUNT YOU HAVE PAID BW IN CONNECTION WITH THE TRANSACTION(S) THAT UNDERLIE THE CLAIM(S); PROVIDED, HOWEVER, THIS PROVISION WILL NOT APPLY IF A TRIBUNAL WITH APPLICABLE JURISDICTION FINDS SUCH TO BE UNCONSCIONABLE.

13. Waiver of Injunctive or Other Equitable Relief

IF YOU CLAIM THAT YOU HAVE INCURRED ANY LOSS, DAMAGES, OR INJURIES IN CONNECTION WITH YOUR USE OF THE SERVICE, THEN THE LOSSES, DAMAGES, AND INJURIES WILL NOT BE IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION OR TO OTHER EQUITABLE RELIEF OF ANY KIND. THIS MEANS THAT, IN CONNECTION WITH YOUR

CLAIM, YOU AGREE THAT YOU WILL NOT SEEK, AND THAT YOU WILL NOT BE PERMITTED TO OBTAIN, ANY COURT OR OTHER ACTION THAT MAY INTERFERE WITH OR PREVENT THE DEVELOPMENT OR EXPLOITATION OF ANY WEBSITE, APPLICATION, CONTENT, USER-GENERATED CONTENT, PRODUCT, SERVICE, OR INTELLECTUAL PROPERTY OWNED, LICENSED, USED OR CONTROLLED BY BW (INCLUDING YOUR LICENSED USER-GENERATED CONTENT) OR A LICENSOR OF BW.

14. Updates to Terms. These Terms, in the form posted at the time of your use of the applicable services to which it applies, shall govern such use (including transactions entered during such use). EACH TIME YOU SIGN IN TO OR OTHERWISE USE THE SERVICE YOU ARE ENTERING INTO A NEW AGREEMENT WITH US ON THE THEN APPLICABLE TERMS AND CONDITIONS AND YOU AGREE THAT WE MAY NOTIFY YOU OF OTHER TERMS BY POSTING THEM ON THE SERVICE (OR IN ANY OTHER REASONABLE MANNER OF NOTICE WHICH WE ELECT), AND THAT YOUR USE OF THE SERVICE AFTER SUCH NOTICE CONSTITUTES YOUR GOING FORWARD AGREEMENT TO THE OTHER TERMS FOR YOUR NEW USE AND TRANSACTIONS. Therefore, you should review the posted Terms of Use each time you use the Service (at least prior to each transaction or submission). However, the Terms that applied when you previously used the Service will continue to apply to such prior use (i.e., changes and additions are prospective only) unless mutually agreed. In the event any notice to you of new, revised or additional terms is determined by a tribunal to be insufficient, the prior agreement shall continue until sufficient notice to establish a new agreement occurs. You can reject any new or revised terms by discontinuing use of the Service and related services.

15. General Provisions

A. Applicable Law. These Terms will be governed by and construed in accordance with, and any Dispute and Excluded Dispute will be resolved in accordance with, the laws of the state of California without regard to its conflicts of law provisions.

B. Indemnity. You agree to, and you hereby, defend, indemnify, and hold BW Parties harmless from and against any and all claims, damages, losses, costs, investigations, liabilities, judgments, fines, penalties, settlements, interest, and expenses (including attorneys' fees) that directly or indirectly arise from or are related to any claim, suit, action, demand, or proceeding made or brought against any BW Party, or on account of the investigation, defense, or settlement thereof, arising out of or in connection with, whether occurring heretofore or hereafter: (i) your User-Generated Content; (ii) your use of the Service and your activities in connection with the Service; (iii) your breach or alleged breach of these Terms; (iv) your violation or alleged violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental or quasi-governmental authorities in connection with your use of the Service or your activities in connection with the Service; (v) information or material transmitted through your Device, even if not submitted by you, that infringes, violates, or misappropriates any copyright, trademark, trade secret, trade dress, patent, publicity, privacy, or other right of any person or entity; (vi) any misrepresentation made by you; and (vii) BW Parties' use of the information that you submit to us (including your User-Generated Content) (all of the foregoing, "**Claims and Losses**"). You will cooperate as fully required by BW Parties in the defense of any Claim and Losses. Notwithstanding the foregoing, BW Parties retain the exclusive right to settle, compromise, and pay any and all Claims and Losses. BW Parties reserve the right to assume the exclusive defense and control of any Claims and Losses. You will not settle any Claims and Losses without, in each instance, the prior written consent of an officer of a BW Party.

C. Operation of Service; Availability of Products and Services; International Issues. BW controls and operates the Service from its U.S.-based offices in the U.S.A., and BW makes no representation that the Service is appropriate or available for use beyond the U.S.A. If you use the Service from other locations, you are doing so on your own initiative and are responsible for compliance with applicable local laws regarding your online conduct and acceptable content, if and to the extent local laws apply. The Service may

describe products and services that are available only in the U.S.A. (or only parts of it) and are not available worldwide. We reserve the right to limit the availability of the Service and/or the provision of any content, program, product, service, or other feature described or available on the Service to any person, entity, geographic area, or jurisdiction, at any time and in our sole discretion. You and we disclaim any application to these Terms of the Convention on Contracts for the International Sale of Goods.

D. Export Controls. Software related to or made available by the Service may be subject to export controls of the U.S.A. No software from the Service may be downloaded, exported, or re-exported (i) into (or to a national or resident of) any country or other jurisdiction to which the U.S.A. has embargoed goods, software, technology or services (which, as of the effective date of these Terms, includes Cuba, North Korea, Iran, Sudan, and Syria), or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders, or (iii) to anyone on the U.S. Department of Commerce's Bureau of Industry and Security Entities List as published in the Export Administration Regulations. You are responsible for complying with all trade regulations and laws both foreign and domestic. Except as authorized by law, you agree and warrant not to export or re-export the software to any county, or to any person, entity, or end-user subject to U.S. export controls, including as set forth in subsections (i) – (iii) above.

E. Severability; Interpretation. If any provision of these Terms is for any reason deemed invalid, unlawful, void, or unenforceable by a court or arbitrator of competent jurisdiction, then that provision will be deemed severable from these Terms, and the invalidity of the provision will not affect the validity or enforceability of the remainder of these Terms (which will remain in full force and effect). To the extent permitted by applicable law, you agree to waive, and you hereby waive, any applicable statutory and common law that may permit a contract to be construed against its drafter. Wherever the word "including" is used in these Terms, the word will be deemed to mean "including, without limitation." The summaries of provisions and section headings are provided for convenience only and shall not limit the full Terms.

F. Communications. When you communicate with us electronically, such as via e-mail and text message, you consent to receive communications from us electronically. Please note that we are not obligated to respond to inquiries that we receive. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

G. Assignment. BW may assign its rights and obligations under these Terms, in whole or in part, to any party at any time without any notice. These Terms may not be assigned by you, and you may not delegate your duties under them, without the prior written consent of an officer of BW.

H. No Waiver. Except as expressly set forth in these Terms, (i) no failure or delay by you or BW in exercising any of rights, powers, or remedies under will operate as a waiver of that or any other right, power, or remedy, and (ii) no waiver or modification of any term of these Terms will be effective unless in writing and signed by the party against whom the waiver or modification is sought to be enforced.

I. Connectivity. You are responsible for obtaining and maintaining all Devices and other equipment and software, and all internet service provider, mobile service, and other services needed for your access to and use of the Service and you will be responsible for all charges related to them.

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