

# Membership Agreement

LAST UPDATED: FEBRUARY 1, 2019

Welcome to BizX Please read the terms of this Membership Agreement ( the “Agreement”) carefully. This Agreement is between you (“user,” or “you”) and BizXchange, Inc. (“we,” “our,” or “us”), a Washington corporation.

**TO BE A MEMBER OF BIZX, YOU MUST AGREE TO THE FOLLOWING TERMS AND ALL TERMS INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT AGREE TO THESE TERMS, EITHER DO NOT USE OUR SERVICE OR IMMEDIATELY DISCONTINUE ALL USE OF BIZX AND CANCEL YOUR MEMBERSHIP.**

## 1. BIZX

“BizX” means all of the services we offer relating to BizX transactions, including but not limited to our barter exchange services, our third party record keeping services for barter transactions, and our alternative currency services, whether such services are provided via our website at <https://bizx.com>, any other BizX branded or co-branded websites or mobile applications that link to or reference this Agreement, or other communications media, such as telephone and mail, and any feature, media, or software that is part of such website, mobile application, or communication, including any BizX Card(s) (see below) we may provide to you.

## 2. MINIMUM AGE REQUIREMENT

To access or use BizX, you must be either:

- 18 years of age or older and have the requisite power and authority to be bound by these Terms; or
- 13 years of age or older and have the supervision and written permission of a parent or legal guardian who has reviewed and agreed to be bound by these Terms.

Any other persons are not permitted to use BizX.

Parents and legal guardians: We encourage you to be involved in the online activities of your children to ensure that no information is collected from a child without parental

permission. By permitting your child to use BizX, you agree on your child's behalf to this Agreement and our Privacy Policy, and you accept responsibility for all activities and liabilities that occur under your child's account or password. If you object to any provision of this Agreement or our Privacy Policy, please require your child to immediately discontinue use of BizX.

### 3. BIZX IS SOLELY A FACILITATION AND RECORD KEEPING SERVICE

BizX is solely intended to organize and facilitate the buying and selling of goods and services using BizX Dollars (see below) and/or United States currency ("U.S. Dollars" or "USD") between BizX members and with affiliated trade exchanges by providing a trading forum and third-party record-keeping services. We are not parties to, make no representations, promises, or warranties as to, and have no responsibility or liability with respect to any transactions, communications, interactions, disputes, or any other relations whatsoever (collectively, "relations") between you and any other member, person, or organization, even if initiated or conducted via BizX. You must conduct any necessary, appropriate, prudent or judicious investigation, inquiry, research or due diligence with respect to your relations with others.

### 4. MEMBERSHIP AND FEES

#### (a) Registration

We offer Membership Plans to buyers to access BizX. You may register to use BizX services by signing up for Membership through our website. To be eligible for a Membership Plan you must: (1) be a legal resident of the U.S. or Canada; (2) be at least 18 years of age at the time you register or provide parental consent if you are over age 13; and (3) provide a valid method of payment ("Designated Payment Method").

Changes to our Membership Plans are effective after we provide you with thirty (30) days' written notice at the email address or mailing address you provide in connection with your membership account. Our most recent Membership Plans may also be accessed at any time at <https://bizx.com>, by emailing us your request at [help@bizx.com](mailto:help@bizx.com), or by mailing us your request at 155 108<sup>th</sup> Ave NE, Suite 350, Bellevue, WA 98004. You may not transfer, sell, or assign in any manner your BizX Membership or any benefit arising under this Agreement without our prior written approval.

#### (b) Fees and AutoPay

You agree to pay us for any fees ("BizX Fees") applicable to your BizX Membership Agreement transaction fee stated in your Membership Agreement. Unless otherwise

specified, all BizX Fees are in U.S. Dollars and all charges will be made in U.S. Dollars. Any applicable sales or other taxes are additional to the stated BizX Fees. Currency exchange settlements and foreign transaction fees are based on your agreement with your credit card or other payment method provider.

We will provide you a monthly statement reflecting your BizX account activities and all BizX Fees due. Your monthly statement will be deemed accurate and any BizX Fees will be subject to AutoPay, as described below, unless you notify our accounting department of any discrepancy in writing within fifteen (15) days of the statement being received. You must promptly contact us if you do not receive any monthly statement, and you agree to visit BizX.com as needed to review your monthly statements.

BizX Fees are due on the tenth (10th) day of the month following the transaction (the "due date"). You agree that BizX may automatically deduct payment for BizX Fees from your Designated Payment Method on the due date ("AutoPay"). It is your responsibility to ensure that your Designated Payment Method is current and valid. You acknowledge and agree that BizX may restrict, suspend, or terminate a Membership Plan associated with an overdue, unpaid balance.

If for any reason your Designated Payment Method becomes invalid, for example, due to expiration or insufficient funds, you remain responsible for any uncollected amounts and you authorize BizX to continue to bill applicable charges and fees in connection with your use of BizX services. A late payment fee of \$5 USD or 1.5% (whichever is higher) of the gross amount of BizX Fees due per month may be assessed, to the fullest extent permitted by law, at month end if your BizX Fees are not paid in full. Additionally, we may charge a \$40 USD fee for each instance that your credit card or pre-authorized payment is declined or your check returned for insufficient funds. You acknowledge and agree that these terms reflect the additional costs we will incur in order to bill and collect your accounts.

Except as required by law, all BizX Fees are nonrefundable. Payments and purchases may not be canceled by you, except as required by law. However, we reserve the right to refuse or terminate any purchase or attempted purchase at any time in our sole discretion. Note that if you authorize a payment transaction with your credit card, debit card or other payment method, but your charge is rejected for any reason, there may be a hold on your use of that transaction amount for several days while your card company processes the charge reversal. Similarly, if you authorize an ACH funds transfer, but your transfer is rejected, it may take one or more days for those funds to be available again in your ACH account.

## 5. TRANSACTIONS THROUGH BIZX

### (a) BizX Dollars

BizX is considered a third-party record keeper for a modern barter exchange. BizX members buy and sell products and services using BizX Dollars. A "BizX Dollar" is an accounting unit used to record (i) the value of goods and services sold through BizX and (ii) the right to buy goods and services through BizX. BizX Dollars may be used only for the purposes set forth in this Agreement and are not to be considered as legal tender, securities, or commodities and may not be redeemed for U.S. Dollars or other cash. We disclaim responsibility for the negotiability of BizX Dollars and the availability of goods or services purchasable with BizX Dollars.

When a BizX member buys your product or service, the buyer's payment of BizX Dollars is deposited into your BizX account (subject to your compliance with the selling procedures set forth in Section 6(f) below). Once you have BizX Dollars in your account, you may begin purchasing with BizX. When you buy products or services through BizX, your account will be debited the amount of your purchase.

Your BizX purchases are limited to the amount of BizX Dollars available in your account plus any credit amount of BizX Dollars available to you. In addition, your use of any BizX Dollars in your account is conditioned on your payment of all BizX Fees when due, and you pledge all BizX Dollars in your account at any time to us as collateral for all unpaid BizX Fees. If at any time we, in our sole discretion, deem you to be a credit risk, we may require you to prepay BizX Fees in order to spend BizX Dollars in your account.

You acknowledge and agree that we have the right and power to regulate and control the number of outstanding BizX Dollars within the BizX exchange system and to extend BizX Dollar credit to any member, on terms and conditions acceptable to us and at our sole discretion.

All transactions are subject to our audit and verification and, in the case of inaccuracies, we may debit or credit your account, without notice, as a result of such error. We are not the guarantor of any BizX Dollars.

### (b) BizX Cards

We may issue BizX purchasing cards linked to your BizX Dollar account ("BizX Cards") to you according to your Membership Plan. BizX Cards are to be used for identification only. Additional BizX Cards will be issued on your account only with your written authorization (electronic authorization will suffice for this purpose) or that of any authorized agent you designate to us in writing. You are responsible for maintaining the security of and restricting access to all BizX Cards issued to your membership account (including those held by your additional cardholders) and maintaining the confidentiality of any and all your account passwords. Lending your BizX Cards to others is discouraged and at your own risk; you are

responsible for all charges made on BizX Cards you lend to others. BizX Cards are not transferable and not assignable.

If your BizX Card is lost or stolen, or you think someone used your account without permission, tell us immediately by calling (800) 939-BIZX (2499). You may be responsible for purchases made with your BizX Card more than twenty-four (24) hours before you notify us that your BizX Card has been lost, stolen, or used without your permission (whether such purchases were authorized by you or not).

BizX Cards remain at all times our property and must be surrendered to us upon request. By retaining or using any BizX Card, you agree to be bound by all terms of the Agreement, and other terms issued with your BizX Card.

(c) Taxes

Purchases and sales made with BizX Dollars are taxable events for municipal, state/provincial and federal tax purposes. All BizX revenue (including BizX Dollars) is treated as income and is taxable in the year in which the sales occur. Sales tax, when applicable, is included in the total BizX transaction amount. As the seller, you are responsible for collecting sales tax in BizX Dollars on BizX sales and remitting taxes to the applicable government authorities in U.S. Dollars. Sales tax expenses can be recouped when you spend your BizX Dollars within the exchange, provided that purchases made are taxable purchases.

When you join BizX, federal law requires us to give you a Form W-9, Request for Taxpayer Identification Number and Certification, or a similar form for you to certify under penalty of perjury that your taxpayer identification number (generally a social security number or an employer identification number) is correct and that you are not subject to backup withholding. You agree to complete this form truthfully and accurately and return it to us. We may withhold tax up to the amount of any U.S. Dollars paid to you or deposited in your account and any scrip or credit issued to you (and converted to U.S. Dollars). In most cases, BizX Dollar income you receive is not subject to withholding, however, federal law may require backup withholding in certain circumstances to ensure that income tax is collected on this income.

For each tax year you are a BizX member, we will send you a Form 1099-B showing the value of U.S. Dollars, property, services, credits, or scrip you received from BizX transactions. Ultimately, the declaration and reporting of all applicable local, municipal, state/provincial and federal taxes, including but not limited to appropriate sales and excise taxes, resulting from your BizX transactions rests solely with you. We encourage you to consult a CPA or tax professional to determine the best way to record and account for BizX transactions. Please review the Tracking & Taxes page of our website to learn more about tracking and reporting transactions on your BizX account.

(d) Sub-Accounts

You may use BizX Dollars available in your account to set up sub-accounts, also known as “Perks Accounts,” (collectively “Sub-Accounts”) to reward, compensate, or gift to third parties, such as your employees, family, or friends. Sub-Accounts are separate from, but appended to, your account and allow others to reap the benefits of BizX. You will pay transaction fees (which will be charged to the primary account) on any BizX Dollars transferred from your account into a Sub- Account at the time of transfer. However, you will not be charged monthly maintenance fees on Sub-Accounts or transaction fees on Sub-Account purchases. Once deposited, funds cannot be transferred back to your primary account without a request from the Sub-Account holder. The Sub-Account holder should closely track his/her BizX spending to ensure all purchases, recorded and pending, do not exceed the available BizX Dollars deposited in his/her Sub-Account. Sub- Accounts are not allowed lines of credit and cannot carry a negative balance. You as the primary account holder are responsible for all charges, deficit, and/or balances due on any and all Sub-Accounts appended to your account. Any transfer of BizX Dollars by you to a Sub-Account may be treated as income to the Sub-Account holder and is generally taxable in the year in which the transfer occurs. You represent, warrant, and covenant that you will comply with all applicable laws relating to Sub-Accounts, including but not limited to employment, wage, labor, and tax laws. If you so elect, you are responsible for reporting all taxable transfers to Sub-Accounts to the applicable government authorities, and we will not supply a Form 1099B to the IRS or the Sub- Account holder.

(e) Buying through BizX

To make a BizX purchase, you must (1) have a valid, current membership or a valid, current Sub- Account with sufficient funds for your intended purchase, and (2) identify yourself to the seller as a BizX buyer before making the purchase.

Although we are continually soliciting new members, products, and services, we make no guarantees regarding the availability of any specific product or service through BizX. Based on supply and demand, certain items may be available on a limited basis only. We are not responsible if you cannot find a specific product or service.

As part of our services we may make referrals or recommendations, or promote particular products and services to you. Such guidance is solely informational and you may choose not to follow it. You should exercise the same diligence entering into a BizX transaction as you would an ordinary transaction in U.S. Dollars. We shall have no responsibility or liability for the quality, timely delivery, or warranty of any goods or services you buy through BizX.

You have fifteen (15) days to dispute any BizX transaction on your account. After fifteen (15) days, all transactions are deemed valid.

(f) Selling through BizX

To make a BizX sale, you must (1) have a valid, current membership, and (2) properly document the sale. Any BizX sale may be reversed if disputed by the buyer. In the event of a dispute, it is your responsibility as seller to provide proof, to our satisfaction at our sole

discretion, of the sale and the buyer's agreement to purchase. It is recommended that you keep adequate sales records for at least three (3) years from the sale date or any longer period required by applicable law. We will have no responsibility or liability for reversed sales, and it will be your sole responsibility to collect from the buyer.

You may negotiate individual transactions for a partial payment of U.S. Dollars with prior written approval by BizX. However, absent such approval, you will furnish all goods and services, including without limitation all materials and labor, for 100% BizX Dollars (no U.S. Dollars payment) at your normal prevailing prices.

Although we are continually soliciting new members, products, and services, we make no guarantees regarding the availability of BizX buyers for your specific product or service. Based on supply and demand, certain items may be abundantly available. BizX is an open marketplace; you do not have any priority or exclusivity against other BizX sellers of similar or identical products or services to yours. We are not responsible if you cannot find buyers.

We may make referrals or recommendations, or promote particular buyers to you as part of our services. Such guidance is solely informational, and you may choose not to follow it. You should exercise the same diligence entering into a BizX transaction as you would an ordinary transaction in U.S. Dollars. You are fully responsible for satisfying yourself that the buyer, in fact, holds a valid BizX account and/or BizX Card or has authority to use the BizX account and/or BizX Card of another.

If you wish to temporarily stop selling your goods or services through BizX (e.g., if you are too busy), you may request your account to be placed in standby status, but only if: (1) your account is not in a deficit position (i.e., amounts purchased exceed amounts sold), (2) you give thirty (30) days' written notice to us of said request, and, (3) we have not suspended your trading privileges. Placing your account on standby status does not affect your monthly BizX Fees; you are still responsible during standby status for any BizX Fees applicable to your BizX Membership Plan.

(g) Transaction Fees and Non-Circumvention

BizX transactions fees apply to each and every BizX transaction, including each and every sale of goods or services you make to other BizX members or affiliated exchanges arising out of your use of BizX, and are calculated in U.S. Dollars based on the gross amount of the transaction, including BizX Dollars, U.S. Dollars, and any applicable taxes. Attempting to circumvent the BizX system to avoid transaction fees is prohibited. We reserve the right to charge transactions fees based on the value of any transaction between or among BizX members and/or affiliated exchanges if we determine, in our sole discretion, that any member is attempting to circumvent the BizX system or otherwise avoiding payment of fees to BizX.

(h) Direct Trading Prohibited

Direct trades between members are prohibited. If direct trades occur, the transaction shall be processed as though it was an exchange transacted in accordance with this Agreement. In addition to the standard transaction fee, we may, at our discretion, also charge each party a penalty in U.S. Dollars equivalent to 20% of the total transaction value. We may also, at our discretion, terminate membership of any party to such a trade.

(i) Account Deficit

Any time your BizX Dollar account is in a deficit position (i.e., amounts purchased exceed amounts sold, without prior credit arrangements), you may be required to compensate us in U.S. Dollars, on demand and at our sole discretion. In the event that your BizX Dollar balance remains in a deficit position for more than thirty (30) days after we have notified you in writing of such deficit, we have the right to convert such deficit balance from BizX Dollars to U.S. Dollars at a ratio of one to one. We may take any action to secure such payments if deemed necessary. We reserve the right to adjust balances of U.S. Dollars with your BizX account(s) and you agree and acknowledge that we may use your pre-authorized credit card accounts to pay any deficit due and owing. In our discretion, we may charge interest on a negative trade in the amount of 18% or the maximum amount allowed under applicable law.

(j) Extension of Credit

Upon your request, we may elect, in our sole discretion, to extend credit to you in the form of BizX Dollars. At any time and in our discretion, such credit may be adjusted, revoked, or deemed due (by converting the BizX Dollar deficit to U.S. Dollars at a ratio of one to one) upon notice to you. You authorize us to make whatever credit investigation we deem appropriate and to exchange with third parties, as we deem necessary in our sole discretion, any information received in the course of such investigation. We may request reports from credit reporting agencies. If you ask whether a credit report was requested, you will be informed, and if we have received a credit report, you will be given the name and address of agency that supplies the report.

## 6. YOUR RESPONSIBILITY

Notwithstanding any other provision of this Agreement, you and individuals signing for or on behalf of you shall all be jointly and severally responsible and liable for any and all purchases, fees, and obligations arising under this Agreement. Each individual signing on behalf of an entity (e.g., corporation, limited liability company, and partnership) agrees to be personally liable, jointly and severally, for the full performance by entity under this Agreement. Each individual executing the Agreement on behalf of the BizX member unconditionally guarantees the liabilities of the BizX member in the event of a default.

You agree, upon our request (to be exercised at our sole discretion), to provide a personal guarantee, in a form provided by us, from any individual signing on behalf an entity. The obligations of Guarantor hereunder are independent of the obligations of Debtor, and a



separate action or actions may be brought and prosecuted against Guarantor whether or not an action is brought against Debtor and whether or not Debtor is joined in any such action or actions. Guarantor waives all presentments, demands for performance, protests, and notices, including, without limitation, notices of nonperformance, notices of protest, notices of dishonor, notices of acceptance of this Guaranty, and notices of the existence, creation, or incurring of new or additional indebtedness.

## 7. BIZX PROPRIETARY RIGHTS AND GRANTS

### (a) Title and Copyright in BizX IP

It is hereby understood and agreed that, except as provided in Section 8 below, we own all rights, title, and interest, including, without limitation, all copyrights, in and to the BizX website at <https://bizx.com>, any other BizX branded or co-branded websites or mobile applications, any other BizX publications, and the BizX® service mark and any other trademarks or services marks owned by us (collectively, "BizX IP"), and any copies thereof, regardless of the media or form in which BizX IP or copies thereof may exist. Except as expressly provided herein, you do not acquire any rights, title or interest to BizX IP.

### (b) License to You

Subject to your payment of all applicable fees, we grant you a limited, revocable, non-exclusive, non-transferable license to use BizX IP, solely in object code format as to any software, solely for your personal use and on the express condition that you accept and comply with each provision of this Agreement. We do not transfer title to BizX IP to you. This license does not include any resale or commercial use of BizX IP. You agree that: (i) you will not copy, distribute, or make derivative works of BizX IP in any medium without our prior written consent; (ii) you will not alter or modify any part of BizX IP other than as may be reasonably necessary to use BizX IP for its intended purposes; (iii) you will not reverse engineer, decompile, disassemble, or try to access any BizX IP software source code and (iv) you will otherwise act in accordance with the Agreement and in accordance with all applicable local, state, and federal laws. When BizX IP requires or includes downloadable software, such software may be offered under a separate license, and there may be provisions in that license that expressly override some of these terms.

### (c) Non-solicitation

You acknowledge and agree that substantial components of BizX and BizX IP, including but not limited to components of our website accessible only to members, are highly specialized, not generally known in our industry, and constitute trade secrets. Therefore, you covenant and warrant that during the Term of this Agreement, and for twelve (12) months thereafter, you shall not (directly or indirectly, on behalf of yourself or a third-party): (i) approach, interview, recruit or otherwise solicit, induce or encourage any BizX member to terminate or otherwise cease his or her membership with BizX; or (ii) solicit or divert any BizX

member to use any other barter exchange or other competitor of BizX. If any provision of this 6(c) is deemed by a court or arbitrator of competent jurisdiction to exceed the time, geographical or other limitations prescribed by applicable law, then such provision(s) shall be deemed modified, narrowed, construed and enforced to the fullest extent permitted by applicable law consistent with the parties' express intent set forth herein.

## 8. CONTENT

"Content" means any and all text, images, photos, audio, video, location data, hyperlinks, programs, and all other forms of data or communication, including BizX member reviews. To "Post" means to post, submit, or transmit to, though, or in connection with BizX. "Your Content" means Content that you Post. "User Content" means Content that users of BizX Post and includes, without limitation, Your Content and Content Posted by other BizX users.

### (a) Responsibility for User Content

All User Content is the sole responsibility of the person or persons who Post it and is non-confidential. You agree that we do not control, and are not responsible for, User Content. We make no representation or warranty as to the quality, accuracy, reliability, or intellectual property status of any User Content. Under no circumstances will we be responsible for any loss, damage, or other liability arising from User Content, including but not limited to User Content that is defamatory, trade libelous, or otherwise tortious.

You alone are responsible for Your Content. You assume all risks associated with Your Content, including (i) anyone's reliance on its quality, accuracy, reliability, or intellectual property status, and (ii) any disclosure in Your Content of information that makes you personally identifiable.

### (b) Editing User Content

While we are not responsible for User Content, we reserve the right (though not the obligation), in our sole and absolute discretion and for any reason, to screen, refuse to Post, reject, modify, remove, filter or otherwise edit (collectively, "edit") any User Content, including, without limitation: (i) any User Content that we believe violates any term of this Agreement, (ii) profanity, obscenities, threats of physical violence or damage to property, and (iii) private financial information such as social security numbers and credit card information. Under no circumstances will we be responsible for any loss, damage, or other liability arising from our editing User Content or our failure to edit User Content, including but not limited to User Content that is defamatory, trade libelous, or otherwise tortious.

### (c) Posting Harmful Content

Posting any Content in violation of any municipal, state, federal, foreign or other applicable regulation or law is prohibited. You agree not to Post or elsewhere publish any Content that: (i) violates any applicable law or regulation; (ii) is defamatory or trade libelous; (iii) is incorrect, not truthful, threatening, harassing, stalking, vulgar, obscene, pornographic, profane, racially,

ethnically or sexually discriminatory in any way, or that otherwise violates any right of another or is deemed unacceptable in our sole discretion; (iv) encourages any conduct prohibited by the Agreement; (v) restricts or inhibits any other user from using BizX; (vi) impersonates any person or entity, or directly or indirectly attempts to gain unauthorized access to any portion of BizX or any computer, software, or data of any person, organization or entity that uses or accesses BizX; (vii) provides or creates links to external sites that violate the Agreement; (viii) is intended to harm, exploit, solicit, or collect personally identifiable information of any individual under the age of 18 in any way; (iv) invades anyone's privacy by attempting to harvest, collect, store, or publish private or personally identifiable information without their knowledge and willing consent or distributes or contains viruses or any other technologies that may harm BizX or any of its members; (v) is copyrighted, protected by trade secret or otherwise subject to third- party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from the rightful owner to Post the material and to grant us all of the license rights granted herein; or (vi) contains or promotes an illegal or unauthorized copy of another person's copyrighted work.

(d) License to Us

You retain ownership in Your Content, including any intellectual property rights you hold in Your Content. When you Post Content, you grant to us an irrevocable, perpetual, transferable, sub- licensable, non-exclusive license, to be exercised by us at our sole and absolute discretion throughout the universe on or through any media and using any technologies, whether now known or later devised, to (i) edit, copy, publicly display, publicly perform, publish, broadcast, retransmit, distribute, create derivative works of, and otherwise to exercise and exploit, whether commercially or otherwise, any and all proprietary rights in and to that Content and (ii) copy, publicly display, publish, broadcast, retransmit, and distribute your name or username in association with that Content. By Posting Content, you represent and warrant that you have the necessary rights to grant this license. We reserve the right to ban your use of BizX if you violate another's intellectual property rights.

You also grant to us, during the term of this agreement, a transferable, sub-licensable, non-exclusive license, to be exercised by us at our sole and absolute discretion throughout the universe to use your name, trademarks, service marks, trade names, or logos that you may adopt from time (collectively, "Your Marks") so that we may advertise or promote your products or services or BizX in general. Your Marks as used on BizX will be accessible to web search engines (such as Google®) that create publicly available searchable indices of websites and materials.

(e) Viruses

You will not knowingly or negligently Post any Content that contains viruses or other computer programming defects. You are advised to make sure each computer you use to access BizX has updated anti-virus software protecting it.

(f) Spamming

You will not directly or indirectly use BizX for chain letters, junk mail, spamming, or any use of distribution lists to any person who has not given specific permission to be included in such a process. "Spam" or "Spamming" means any attempt to use a mailing list for the purpose of sending to a person or persons an unsolicited message, including any advertisements.

(g) Reuse of Content

"BizX Content" means all Content (including User Content) on or in the BizX website at <https://bizx.com> or any BizX IP. You will not collect, aggregate, copy, harvest, duplicate, display or make derivative use of BizX Content, or use data mining, robots, spiders, or similar data gathering and extraction tools for any purpose unless expressly permitted by us in writing. Notwithstanding the foregoing, we grant the operators of web search engines permission to use spiders to copy materials from BizX for the sole purpose of creating publicly available searchable indices of the materials. We reserve the right to revoke these exceptions in specific cases.

9. USER NAME AND ACCESS

To access the services available through the BizX website at <https://bizx.com>, you must create a username and password. You are responsible for maintaining the confidentiality of your username and password, if applicable, and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your username or password. You will not, and you will not assist, encourage, or enable others to, attempt to gain unauthorized access to BizX, or computer systems or networks connected to BizX, through hacking, password mining, or any other means.

We reserve the right to refuse service, terminate your account, or ban you from the BizX website, without notice or liability of any kind, and in our sole discretion.

10. PRIVACY

For information about our collection and use of your personal information, please read our Privacy Policy. You may also request a copy of our Privacy Policy by emailing your request to [help@bizx.com](mailto:help@bizx.com) or by writing us at 155 108<sup>th</sup> Ave NE, Suite 350, Bellevue, WA 98004.

11. RULES OF CONDUCT

Please review our Rules of Conduct at <https://www.bizx.com/rules-of-conduct/>, which also govern your use of BizX, to understand how we expect members to treat one another. Our most recent Rules of Conduct may be accessed at any time on the <https://bizx.com> home page, by emailing us your request at [help@bizx.com](mailto:help@bizx.com), or by mailing us your request at 155

108<sup>th</sup> Ave NE, Suite 350, Bellevue, WA 980046. Our Rules of Conduct are explicitly incorporated into this Agreement, and by agreeing to this Agreement you expressly represent and warrant that you have reviewed and understood our Rules of Conduct to your satisfaction.

## 12. CHANGES TO THE AGREEMENT

We may modify this Agreement from time to time, for example, to reflect changes to the law or changes to our services. We recommend you look at the Agreement regularly. Changes to our Agreement are effective after we provide you with at least one (1) week's written notice to the email address or mailing address you provide in connection with your membership account. Changes will not apply retroactively, and you shall have the right to accept or reject the modified Agreement, provided that if you reject the modified Agreement, please immediately discontinue all use of BizX and cancel your membership. By continuing to use BizX after the effective date of any change to this Agreement, including accessing the BizX website at <https://bizx.com>, you agree to be bound by the rules contained in the most recent version of this Agreement. The most recent version of the Agreement may be accessed at any time on the <https://bizx.com> home page, by emailing us your request at [help@bizx.com](mailto:help@bizx.com), or by mailing us your request at 155 108<sup>th</sup> Ave NE, Suite 350, Bellevue, WA 98004.

## 13. COMPLAINTS AND INVESTIGATION

We encourage you to let us know if you believe another user has violated the Agreement, but we reserve the right to investigate and take appropriate action at our sole discretion. We are under no obligation to enforce the Agreement on your behalf against another user.

## 14. NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT

If you believe that your work has been copied and posted on the BizX website in a way that constitutes copyright infringement, please send the following information to our Copyright Agent identified below:

- i. A description of the copyrighted work that you claim has been infringed;
- ii. A description of where the allegedly Infringed material is located on the BizX website (for example a link to the page that contains the material);
- iii. A written statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- iv. Your address, telephone number, and email address so that we can contact you;
- v. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; and

- vi. A statement by you, made under penalty of perjury, that the information in your report is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. A statement by you comprised of the foregoing Points is referred to herein as the "Notice."

Our designated Copyright Agent to receive Notice of claimed infringement is: BizXchange, Inc.

Attn: Copyright Agent

155 108<sup>th</sup> Ave NE, Suite 350, Bellevue, WA 98004

Email: [help@bizx.com](mailto:help@bizx.com)

Telephone: (800) 939-BIZX

Facsimile: 425-998-5056

Please note: This procedure is exclusively for notifying us that your copyrighted material has been infringed. Any other feedback, comments, requests for technical support, and other communications should be directed to BizX user services at [help@bizx.com](mailto:help@bizx.com).

#### 15. DISCLAIMER REGARDING THIRD PARTY SITES

The BizX website at <https://bizx.com>, and any other BizX websites or mobile applications, may include links to or search results or data from other websites or applications (each, a "Third Party Site"). We do not control or endorse any Third-Party Site. You agree that we are not responsible for the availability or contents of such Third Party Sites. You use Third Party Sites at your own risk.

#### 16. NO WARRANTIES

As used in this Section, "we," "our," or "us" expressly includes BizXchange, Inc. and/or our officers, directors, managers, employees, partners, contractors, affiliates, subsidiaries, agents, attorneys, web developers, technical support/maintenance providers, distributors, advertisers, licensors, sublicensees, and assigns, or any person or entity involved in creating, producing, or distributing BizX and/or BizX IP.

TO THE FULLEST EXTENT PERMITTED BY LAW WE GRANT NO WARRANTIES TO YOU, EXPRESS OR IMPLIED, BY STATUTE, USAGE OF TRADE, COURSE OF DEALING OR OTHERWISE. WE SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTY AS TO QUALITY, MERCHANTABILITY, SUITABILITY OR PERFORMANCE OR FITNESS FOR A PARTICULAR PURPOSE, NON- INFRINGEMENT OF THIRD PARTY RIGHTS, authenticity, or any warranty that operation of BizX will be uninterrupted, always available, or error-free, or will meet your requirements, or that any defects in BizX will be corrected, WHICH WARRANTIES ARE SPECIFICALLY EXCLUDED.

BizX is solely intended to facilitate the buying and selling of goods and services between BizX members using BizX Dollars. BizX Dollars are simply another method of payment. All BizX transactions are entered into solely between BizX members or BizX members and affiliated trade exchanges. We are not parties to, make no representations, promises, or warranties as to, and have no responsibility or liability with respect to any transactions, communications, interactions, disputes, or any other relations whatsoever (collectively, "relations") between you and any other member, person, or organization, even if initiated or conducted via BizX. You expressly assume the risk of any relations arising from or related to BizX that you enter into. You shall be solely responsible for exercising your own due diligence, to your personal satisfaction, in connection with your use of BizX.

BizX, including BizX IP and all materials and information included therein, is furnished "as is" and with all faults. You expressly assume all risk resulting from any virus, downloaded material, harmful component, or through any use of BizX or any site or server through which BizX is available, including, without limitation, at <https://bizx.com>. You shall be solely responsible for the accuracy and transmission of all data entered, and for any damage that results from or is in connection with your use of BizX.

We reserve all rights not expressly granted to you under this Agreement. We may modify or discontinue any feature or functionality of BizX, or suspend or terminate BizX altogether, at any time and for any reason.

## 17. LIMITATION OF LIABILITY

The limitation of liability is to the maximum extent permitted by applicable law. As used in this Section, "we," "our," or "us" expressly includes BizXchange, Inc. and/or our officers, directors, managers, employees, partners, contractors, affiliates, subsidiaries, agents, attorneys, web developers, technical support/maintenance providers, distributors, advertisers, licensors, sublicensees, and assigns, or any person or entity involved in creating, producing, or distributing BizX and/or BizX IP.

IN NO EVENT SHALL WE BE LIABLE FOR ANY DAMAGES, LOSSES, OR CLAIMS, whether arising in contract, tort, or otherwise, and INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (including, without limitation, damages for loss of business profits, business interruption, loss or corruption of business information or other data, cost of cover, or any other pecuniary loss) ARISING OUT OF THE USE OF, PARTICIPATION IN, OR INABILITY TO USE BIZX, OR THE VIEWING, DISTRIBUTING, COPYING, RELIANCE UPON, OR OTHER USE OF ANY CONTENT, EVEN IF WE KNOW OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN ADDITION, WE DISCLAIM ALL LIABILITY, REGARDLESS OF THE FORM OF THE ACTION, FOR THE ACTS OR OMISSIONS OF OTHER USERS (INCLUDING, BUT NOT LIMITED TO, UNAUTHORIZED USERS, OR "HACKERS") OF BIZX.

You acknowledge that your Membership Plan fee amounts reflect this allocation of risk. In any case, our entire aggregate liability amount, if any, shall be limited to the transaction fees applicable to the transaction giving rise to your damages, losses, or claims, unless your damages, losses, or claims did not arise from a particular transaction, in which event our entire aggregate liability amount, if any, shall be limited to the total Membership Plan fee amount you actually paid to us during the twelve (12) month period preceding the date when we were given notice of the claim.

## 18. TERM AND TERMINATION

The Agreement shall continue for as long as you use BizX, or until terminated by you or us, whichever occurs first. You or we may terminate your membership upon thirty (30) days written notice to the other party. In addition, we may immediately freeze your member account, suspend your trading privileges, and/or terminate your membership if: (1) we have received two or more complaints about you for poor performance, for attempting to charge in excess of your industry or retail prices, or for overpricing in any form; (2) you have engaged in direct trades or committed fraud against us or any BizX member; (3) you are charging U.S. Dollars without approval; (4) you are not following and abiding by this Agreement, including your payment obligations; (5) your account is inactive for twelve (12) months; (6) you are insolvent, file a petition under the United States Bankruptcy Code, or make an assignment for the benefit of creditors; or, (7) for any other reasonable cause.

Upon termination of your membership, all BizX Dollars in your account must be spent within sixty (60) days on products and services available through BizX and you may stay active for said sixty (60) days and spend the balance. Upon expiration of this 60-day period, you must destroy and cease all use of any BizX Card issued on your account, and any continued use of your BizX Card will be considered fraudulent. We have no liability for any unused BizX Dollars remaining in your account after the expiration of this 60-day period.

Upon termination of your membership, any deficit in your account and any outstanding balance due to us must be paid in full within thirty (30) days, either in products or services deemed acceptable by us or in U.S. Dollars, at our sole election. Upon expiration of these thirty (30) days, any outstanding balance due must be paid immediately in U.S. Dollars. Sections 8, 16, 17, 19, 21, and 22 of this Agreement and any other provision that may reasonably be interpreted as being intended by the parties to survive this Contract's termination, as well as all obligations under this Agreement and pursuant to the Rules of Conduct arising from or relating to any trade transaction, shall survive termination of this agreement.



## 19. INDEMNITY

In consideration of being permitted to use BizX, you agree to defend, indemnify, and hold harmless BizXchange, Inc., and/or our officers, directors, managers, employees, partners, contractors, affiliates, subsidiaries, agents, attorneys, web developers, technical support/maintenance providers, distributors, advertisers, licensors, sublicensees, and assigns, from any claim or demand, including reasonable attorneys' fees, expert witness fees, and court costs, made by any third party due to or arising out of Your Content (regardless of whether or not we edit or approve it) or your use of BizX, any breach by you of the Agreement, or any violation by you of any rights of another, including but not limited to your (1) failure to complete a transaction after a BizX transaction voucher has been signed or your designated BizX account manager has processed the transaction at your or the other party's request; (2) failure to properly perform services for another member; (3) failure to deliver goods that conform to a contract with another member; (4) improper pricing; and (5) your breach of any representation, warranty, and/or covenant by in this Agreement. In the event of our payment, loss, expense, or crediting of your account which arises out of any transaction between you and another member, we shall be subrogated to all the rights, powers, privileges and remedies of you against any other member to the extent of the amount of such payment, loss, expense, or crediting of your account. You shall execute all papers required by us and render all necessary assistance, other than pecuniary aid, to enable us to secure the right granted in this paragraph.

## 20. NO AGENCY

No agency, partnership, joint venture, employee-employer, or franchiser-franchisee relationship is intended or created by this Agreement. BizXchange, Inc. is not the agent of any member, whether acting as a buyer or as a seller. We are responsible only for commitments made in writing by only a duly authorized corporate officer of BizXchange, Inc., and not verbal or written commitments made by account executives, trade brokers, other representatives of BizXchange, Inc., or any other person whatsoever.

## 21. GOVERNING LAW AND JURISDICTION

This Agreement shall be exclusively interpreted, construed, and enforced in all respects in accordance with the laws of the State of Washington (U.S.A.) without reference to its choice of law rules. FOR ANY CLAIM BROUGHT BY EITHER PARTY, YOU Irrevocably CONSENT AND SUBMIT TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE STATE AND FEDERAL COURTS LOCATED WITHIN OR SERVING KING COUNTY, WASHINGTON.

## 22. NOTICES

Except as explicitly stated otherwise, legal notices shall be served on BizXchange, Inc.'s designated agent for service of process (in our case) or to the email address or mailing address you have designated on your account (in your case). Notice to you shall be deemed given twenty-four (24) hours after the date of emailing or three (3) days after the date of mailing, as the case may be.

## 23. GENERAL

This Agreement contains the entire agreement and understanding of the parties relating to the subject matter herein and supersede all prior agreements, writings, commitments, discussions, and understandings between them. You acknowledge and agree that no reliance is placed on any representation anywhere made that is not expressly contained in this Agreement. In the event of any conflict between any provision set forth in any other BizX materials (including our website at <https://bizx.com>) and this Agreement, the provisions of this Agreement shall control. This Agreement, and any rights or obligations hereunder, are not assignable, transferable, or sublicensable by you except with our prior written consent, but may be assigned or transferred by us without restriction. Except as provided in Section 12 above, no modification of or amendment to the Agreement, nor any waiver of any rights under the Agreement, shall be effective unless in writing. If any provision of the Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then only that provision shall be modified to reflect the parties' intention or eliminated to the minimum extent necessary so that the Agreement shall otherwise remain in full force and effect and enforceable. Any failure on our part to exercise or enforce any right or provision of the Agreement does not constitute a waiver of such right or provision, and does not waive our right to act with respect to a subsequent or similar breach or breaches. This Agreement shall be construed within their fair meaning and no inference shall be drawn against the drafting party.

In any action or proceeding between or among you and us at law or in equity with respect to the collection of any BizX Fees or charges payable (whether in U.S. Dollars or in BizX Dollars) under this Agreement, and including any arbitration, appeal, contempt proceeding, bankruptcy proceeding, and any action or proceeding to enforce and/or collect any judgment or other relief granted, whether or not such action or proceeding is compromised or is prosecuted to final judicial determination (collectively "Litigation"), the unsuccessful party to the Litigation shall pay to the prevailing party, in addition to any other relief that may be granted, all costs and expenses of the Litigation, including without limitation, the prevailing party's reasonable attorneys' fees and expenses. "Attorneys' fees and expenses" includes, without limitation, paralegals' fees and expenses, attorneys' consultants' fees and expenses, expert witnesses' fees and expenses, and all other expenses incurred by the prevailing party's attorneys in the course of their representation of the prevailing party in

anticipation of and/or during the course of the Litigation, whether or not otherwise recoverable as "attorneys' fees" or as "costs" under applicable state law; and the same may be sought and awarded in accordance with applicable state procedure as pertaining to an award of contractual attorneys' fees. We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action.