These Terms of Use ("Terms of Use") govern your use of our website www.Bizlutionz.com (the "Website") and any other related product, content, features, materials, applications, widgets and/or services (collectively the "Services") offered by Bizlutionz.com LLC ("Bizlutionz" or "we" or "us").

BY USING THE SERVICES, YOU ACCEPT ALL OF THE PROVISIONS OF THESE TERMS OF USE AND REPRESENT TO US

THAT YOU ARE LEGALLY COMPETENT TO ENTER INTO AND AGREE TO THESE TERMS OF USE. IF YOU DO NOT

ACCEPT THESE TERMS OF USE, THEN YOU ARE NOT AUTHORIZED TO USE ANY OF BIZLUTIONZ'S SERVICES.

For purposes of these Terms of Use, "you" and "your" means you as the user of the Services. If you use the Services on behalf of a company, organization, or other entity, then (a) "you" includes you and that entity, and (b) you represent and warrant that you are an authorized representative of the entity with the authority to bind the entity to these Terms of Use, and that you agree to these Terms of Use on the entity's behalf, and (c) your entity is legally and financially responsible for your use of the Services as well as for the use of your account by others affiliated with your entity, including any employees, agents or contractors.

Please review the following carefully so that you understand the terms of these Terms of Use. These Terms of Use describe your responsibilities, Bizlutionz's liability and the liability of third parties related to the Services. All users of

Bizlutionz's Services must accept and comply with the terms and conditions set forth herein. Certain portions of the Service may be subject to additional terms and conditions specified by us from time to time; your use of the Service is subject to those additional terms and conditions. If you have any questions regarding these Terms of Use, please contact us via email at info@Bizlutionz.com.

THESE TERMS OF USE INCLUDE (1) AN ARBITRATION PROVISION; (2) A WAIVER OF RIGHTS TO BRING A CLASS

ACTION AGAINST US; AND (3) A RELEASE BY YOU OF ALL CLAIMS FOR DAMAGE AGAINST US THAT MAY ARISE OUT

OF YOUR USE OF THE SERVICES. BY USING ANY OF THE SERVICES, YOU AGREE TO THESE PROVISIONS.

# I. ABOUT THE SERVICES

- 1. Bizlutionz provides an online market place for urban wear and other products and services to you, as well an online platform for you to share and exchange designs and other artistic contents.
- 2. Our privacy practices in operating the Services are described in our Privacy Policy located at www.Bizlutionz.com/privacy ("Privacy Policy"). Please review the Privacy Policy to learn about:
- I what information we may collect about you;
- ② what we use that information for;
- 12 what third-party information, if any, you are agreeing to share by using the Services; and
- I with whom we share that information.

### II. REGISTRATION

1. To register an account on the Services, you must be at least 18 years of age (or the age of legal majority in your jurisdiction) and possess a valid credit or debit card issued by a bank acceptable to us.

You do not need to create an Bizlutionz account (a "User Account") to visit the public pages of the Services, however.

you do need a User Account to access the accounts for shoppers and sellers. You may create a User Account by completing the registration process set forth on the Website. You are responsible for providing and maintaining current your accurate contact information, which may include name, email address, address, phone number,

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payment information, and other account information. Telephone calls and email correspondence with Bizlutionz may be recorded or monitored.

2. You (and your authorized staff, if any) are the sole authorized user of your User Account. You are responsible for maintaining the confidentiality of any password and account number provided by you or Bizlutionz for accessing the Services. You are solely and fully responsible for all activities that occur under your password or account. Bizlutionz has no control over the use of your or any user's account and expressly disclaims any liability

derived therefrom. Should you suspect that any unauthorized party may be using your password or account or you suspect any other breach of security, you will cease all use and contact Bizlutionz immediately by emailing Info@Bizlutionz.com.

# III. TERMS APPLICABLE TO THE SERVICES

1. License to Use Services. Subject to your compliance with these Terms of Use, Bizlutionz hereby grants to you, a personal, nonexclusive, nontransferable, revocable, limited license (without the right to sublicense) to access and use the Services (including updates and upgrades that replace or supplement it in any respect and which are not distributed with a separate license, and any documentation) solely on computers and devices that you own or control, and subject to the limitations set forth below. These Terms of Use are limited to the intellectual property rights of Bizlutionz and its affiliates and licensors and do not include any rights to other patents or intellectual property. We reserve any and all rights not expressly granted to you pursuant to these Terms of Use. The limited rights granted to you to access and use the Services comprise a limited license and do not constitute the sale of any software program.

### 2. Use Restrictions.

(a) You agree that: (i) you will not use the Services if you are not fully able and legally competent to agree to these Terms of Use; (ii) you will only use the Services for lawful purposes; (iii) you will not use the Services for sending or storing any unlawful material or for fraudulent purposes or to engage in any illegal, offensive, indecent or objectionable conduct; (iv) you will not use the Services to advertise, solicit or transmit commercial advertisements, including "spam"; (v) you will not use the Services to cause nuisance, annoyance or inconvenience; (vi) you will not impair the proper operation of the network; (vii) you will not try to harm the Services in any way whatsoever; (viii) you will not copy, or distribute the Services or other content without written permission from the Bizlutionz; (ix) you will only use the Services for your own use and will not resell it to a third party; (x) you will keep secure and confidential your account password or any identification we provide you which allows access to the Services; and (xi) you will provide us with whatever proof of identity we may reasonably request. (b) You agree to protect the Services, and their proprietary content, information and other materials, from any unauthorized access or use, and you agree that you will not use the Services or such proprietary content, information or other materials except as expressly permitted herein or expressly authorized in writing by Bizlutionz. Except as specifically permitted herein or expressly authorized in writing by Bizlutionz, you agree that you will not directly or indirectly: (i) distribute, sell, assign, encumber, transfer, rent, lease, loan, sublicense, modify, time-share or otherwise exploit the Services in any unauthorized manner, including but not limited to by trespass or burdening network capacity; (ii) use the Services in any service bureau arrangement; (iii) copy, reproduce, adapt, create derivative works of, translate, localize, port or otherwise modify the Services, any updates, or any part thereof in any form or manner or by any means; (iv) harvest or scrape any content or data from the Service, or (v) permit any third party to engage in any of the acts described in clauses (i) through (iv). You further understand and agree that you are not permitted to: (w) remove or alter any copyright or other proprietary rights' notice or restrictive rights legend contained or included in the Services; (x) decompile, disassemble, reverse compile, reverse assemble, reverse translate or otherwise reverse engineer any part of the Services, any updates, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open sourced components included with the Services); (y) use any means to discover the source code of any portion of the

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Services; or (z) otherwise circumvent any functionality that controls access to or otherwise protects the Services. Any attempt to do any of the foregoing is a violation of the rights of Bizlutionz and its licensors. If you breach these restrictions, you may be subject to prosecution and damages. You further agree not to use the Services in any manner to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other party, and that Bizlutionz is not in any way responsible for any such use by you, nor for any harassing, threatening, defamatory,

offensive or illegal messages or transmissions that you may receive as a result of using the Services.

3. Pricing. While we try and ensure that all details, descriptions and prices which appear on this Website are accurate, errors may occur. If we discover an error in the price of any goods which you have ordered we will inform you of this as soon as possible and give you the option of reconfirming your order at the correct price or cancelling it. If we are unable to contact you we will treat the order as cancelled. If you cancel and you have already paid for the goods, you will receive a full refund. Unless stated otherwise, prices do not include tax. The Service may contain typographical errors or other errors or inaccuracies and may not be complete or current. We therefore reserve the right to correct any errors, inaccuracies or omissions and to change or update

information at any time without prior notice. We reserve the right to refuse to fill any orders that you may place based on information on the Service that may contain errors or inaccuracies, including, without limitation, errors, inaccuracies or out-of-date information regarding pricing, shipping, payment terms, or return policies.

- 4. Discount. We may from time to time offer promotional discount codes which may apply in respect of any, or certain specified, purchases made though this Website. The conditions of use relating to any discount code will be specified at the time of issue. Unless otherwise stated, (i) only one promotion code can be used per order; (ii) discount can only be applied to up to five hundred dollars (\$500) per order, (iii) exclusions may apply to selected brands, (iv) the discount shall not exceed 20% for beauty products, and (v) a promotional code cannot be used after an order has been processed.
- 5. Payment. Upon receiving your order we carry out a standard pre-authorization check on your payment card to ensure there are sufficient funds to fulfil the transaction. Goods will not be dispatched until this preauthorization
- check has been completed. Your card will be debited once the order has been accepted.
- 6. Shipping. Shipping charges are automatically calculated based on destination and shipping service. Shipping will be clearly displayed where applicable and included in the "Total Cost". Standard Shipping orders usually arrive in 7-9 business days via UPS. Delivery may be handled by your postal carrier, so please check your mailbox before contacting us.

If you wish to expedite your order, we also offer Ground, 2nd Day Air, and Next Day Air via UPS. Certain products ship UPS ground only and are noted on the product page.

- 7. Sales Tax. Bizlutionz.com charges sales tax on all US orders except those shipped to Alaska, Montana, New Hampshire, Delaware and Oregon. Sales tax will automatically be calculated and added to your order total once you enter your billing and shipping information.
- 8. Return. We take great pride in our reputation for quality and value. If for any reason you are not satisfied with your purchase, we will gladly accept returns or exchanges within 30 days of the date of purchase for any products sold directly by Bizlutionz based on the following conditions. Unfortunately, we cannot accept returns or exchanges for products not purchased at Bizlutionz.com.
- (a) Refunds for items returned within 30 days of the purchase date will be made in the form of the original payment minus shipping costs.
- (b) Please note that it can take up to 5 business days to process a return or exchange. Please allow up to two billing cycles for a refund to appear on your credit card statement.
- (c) No refunds or exchanges on sale items or last call items.
- (d) The acceptance of a shipment by a Transportation Company is an Acknowledgement that the articles were delivered to them in good condition and properly packaged. Goods damaged in transit to customers are the

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responsibility of the customer to report to Bizlutionz within 24 hours so that a damage claim can be processed through the Transportation Company.

- (e) If you have received the wrong product, please contact customer service by email to Info@Bizlutionz.com or by phone at (646) 481-1827 within 72 hours of receiving the incorrect item.
- 9. Reviews, Comments, and User Content License Grant. Users may post reviews, comments, photos, videos, and other content, and submit suggestions, ideas, comments, questions, or other information through the Services. As a condition of your use of the Services, if you do post, upload, publish, submit or transmit content to be made available through the Services ("Your Content"), and unless we indicate otherwise, you hereby grant to Bizlutionz a nonexclusive, perpetual, irrevocable, royalty-free, worldwide, transferable, sublicenseable license to access, use, reproduce, transmit, display, publish, distribute, translate, modify and adapt and create derivative work from Your Content. You grant Bizlutionz and sublicensees the right to use the name that you submit in connection with Your Content, if they choose.

By posting or submitting Your Content through the Services, including any publicly accessible blog, comments or community forum we may make available (collectively "Forums"), you represent and warrant (a) that you own or otherwise control all of the rights to Your Content, including without limitation, all copyrights; (b) that Your Content is accurate; (c) Your Content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights (including publicity rights) and will not otherwise cause injury to any person or entity; (d) that use of Your Content does not violate these Terms of Use or the Privacy Policy; and (e) you will indemnify Bizlutionz for all claims resulting from Your Content. We take no responsibility and assume no liability for any content or materials submitted or posted through the Services, including in the Forums, by you or any third party.

WE RESERVE THE RIGHT (BUT NOT THE OBLIGATION) TO REMOVE ANY CONTENT, MATERIAL, OR SUBMISSION

THAT WE DETERMINE IN OUR SOLE DISCRETION VIOLATES ANY LAW OR RIGHT OF ANY PERSON, INFRINGES THE

RIGHTS OF ANY PERSON, OR IS OTHERWISE INAPPROPRIATE FOR POSTING ON THE WEBSITE OR SERVICES.

INCLUDING IN THE FORUMS.

- 10. Your Data. For more information about how we may use and share your technical data and related information, including Your Content, please review the Privacy Policy.
- 11. Third Party Services and Web Sites.
- (a) Through certain Services parties other than Bizlutionz may operate stores, sell product lines, or provide services ("Third Party Services"). In addition, we provide links to the sites of certain other businesses. By using the Services, you acknowledge and agree that Bizlutionz is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third Party Services or web sites. Bizlutionz does not warrant or endorse and does not assume and will not have any liability or responsibility to you or any other person for any Third Party Services or web sites, or for any other materials, products, or services of third parties. Third Party Services and links to other web sites are provided solely as a convenience to you.
- (b) In addition, Third Party Services or websites that may be accessed from, displayed on or linked to from the Services are not available in all languages or in all countries. Bizlutionz makes no representation that any Third Party Services or websites are appropriate or available for use in any particular location. To the extent you choose to access Third Party Services or websites, you do so at your own initiative and are responsible for compliance with any applicable laws, including but not limited to applicable local laws.
- 12. Notice of Infringement DMCA Policy

Anyone who believes that his or her work has been reproduced in the Service in a manner which constitutes copyright infringement may submit a notification to Bizlutionz's copyright agent in accordance with the Digital Millennium Copyright Act (the "DMCA"), by providing the following information in writing:

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- a. identification of the copyrighted work that is claimed to be infringed;
- b. identification of the allegedly infringing material that is requested to be removed, including a description of where it is located on the Service;
- c. information for our copyright agent to contact you, such as an address, telephone number, and, if available, e-mail address;
- d. a statement that you have a good faith belief that the identified, allegedly infringing use is not authorized by the copyright owners, its agent or the law;
- e. a statement that the information above is accurate, and under penalty of perjury, that you are the copyright owner or the authorized person to act on behalf of the copyright owner; and
- f. a physical or electronic signature of a person authorized to act on behalf of the owner of the copyright or of an exclusive right that is allegedly infringed.

If you are asserting infringement of an intellectual property right other than copyright, please specify the intellectual property right at issue (for example, "trademark") by notating this in your written notice. You acknowledge that if you fail to comply with all of the requirements for a notice of infringement as specified above, your DMCA notice may not be valid.

Notices of copyright infringement claims should be sent by mail to: Bizlutionz, Attn: Garry LeFevre, 515 Seminary Row, Suite 32, New York, NY 10027; or by email to Info@Bizlutionz.com. Bizlutionz will respond expeditiously to claims

of copyright infringement using the Service that are reported to Bizlutionz's copyright agent in the notification explained above. It is Bizlutionz's policy, in appropriate circumstances and at its discretion, to disable or terminate the accounts of users who repeatedly infringe copyrights or intellectual property rights of others.

Further information on the DMCA can be found in 17 U.S.C. 512 or on the United States Copyright Office website at http://www.copyright.gov/legislation/dmca.pdf.

IV. Disclaimer of Warranties & Limitation of Liability

1. YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER USERS OF THE SERVICE. YOU

EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SERVICES ARE AT YOUR SOLE RISK AND THAT THE

ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE

MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES (INCLUDING, WITHOUT LIMITATION, ANY

THIRD PARTY MATERIALS, SOFTWARE OR SERVICES) ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE"

BASIS, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND Bizlutionz HEREBY EXPRESSLY DISCLAIMS

ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SERVICE (INCLUDING THE USE, PERFORMANCE AND

SUPPORT THEREOF), EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED

WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A

PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, TITLE OR NON-INFRINGEMENT OF THIRD PARTY

RIGHTS, INTERFERENCE WITH ENJOYMENT, COMPLETENESS, INTEGRATION, FREEDOM FROM DEFECTS OR

DISABLING DEVICES, UNINTERRUPTED USE AND ALL WARRANTIES IMPLIED FROM ANY COURSE OF DEALING OR

USAGE OF TRADE. Bizlutionz DOES NOT WARRANT THAT (I) THE SERVICES WILL MEET YOUR REQUIREMENTS, (II)

OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR VIRUS- OR ERROR-FREE, (III) THAT THE SERVICES WILL

OPERATE OR BE COMPATIBLE WITH ANY OTHER APPLICATION OR ANY PARTICULAR SYSTEM OR DEVICE, OR (IV)

DEFECTS IN THE SERVICES WILL BE CORRECTED. ANY ORAL OR WRITTEN ADVICE PROVIDED BY Bizlutionz OR ITS

AUTHORIZED AGENTS WILL NOT BE DEEMED TO CREATE ANY WARRANTY. NO ORAL OR WRITTEN INFORMATION

OR ADVICE GIVEN BY Bizlutionz OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SOME

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JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES SO SOME OR ALL OF THE ABOVE

EXCLUSIONS MAY NOT APPLY TO YOU.

2. TO THE EXTENT NOT PROHIBITED BY LAW, YOU AGREE THAT IN NO EVENT WILL BIZLUTIONZ BE LIABLE (I)

FOR DAMAGES OF ANY KIND, INCLUDING DIRECT, INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL

OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES,

LOSS OF USE, DATA OR PROFITS, BUSINESS INTERRUPTION OR ANY OTHER DAMAGES OR LOSSES, ARISING OUT OF

OR RELATED TO YOUR USE OR INABILITY TO USE THE SERVICES), HOWEVER CAUSED AND UNDER ANY THEORY OF

LIABILITY, WHETHER UNDER THESE TERMS OF USE OR OTHERWISE ARISING IN ANY WAY IN CONNECTION WITH

THE SERVICES OR THESE TERMS OF USE AND WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING

NEGLIGENCE OR OTHERWISE) EVEN IF Bizlutionz HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, OR (II)

FOR ANY OTHER CLAIM, DEMAND OR DAMAGES WHATSOEVER RESULTING FROM OR ARISING OUT OF OR IN

CONNECTION WITH THESE TERMS OF USE OR THE DELIVERY, USE OR PERFORMANCE OF THE SERVICES. SOME

JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES,

SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU. Bizlutionz'S TOTAL LIABILITY TO YOU FOR ANY

DAMAGES FINALLY AWARDED SHALL NOT EXCEED THE AMOUNT OF THE FEES PAID BY YOU FOR USE OF THE

SERVICES. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL

#### PURPOSE.

- 3. You agree that the above limitations of liability together with the other provisions in these Terms of Use that limit liability are essential terms of these Terms of Use and that Bizlutionz would not be willing to grant you the rights set forth in these Terms of Use but for your agreement to the above limitations of liability; you are agreeing to these limitations of liability to induce Bizlutionz to grant you the rights set forth in these Terms of Use.
- 4. By entering into these Terms of Use and using the Services, you agree that you shall defend, indemnify and hold Bizlutionz, its licensors and their respective parent organizations, subsidiaries, affiliates, officers, directors, members, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (a) your violation or breach of any term of these Terms of Use or any applicable law or regulation; (b) your violation of any rights of any third party; (c) any unauthorized use of the Services; or (d) your negligence or willful misconduct. V. Ownership
- 1. The Services and their content, including their "look and feel" (e.g., text, graphics, images, logos), proprietary content, information and other materials, are protected under intellectual property, copyright, trademark and other laws. You acknowledge and agree that Bizlutionz and/or its licensors own all right, title and interest in and to the Services (including without limitation any and all patent, copyright, trade secret, trademark, show-how, know-how and any and all other intellectual property rights therein or related thereto) and you agree not to take any action(s) inconsistent with such ownership interests. You do not acquire any rights or licenses under any of Bizlutionz's (or its licensors') patents, patent applications, copyrights, trade secrets, trademarks or other intellectual property rights on account of these Terms of Use. You acknowledge and agree that the features and functionality of the Services, and all software, content, data, information and materials contained therein are the confidential and proprietary information of Bizlutionz (or its licensors), and accordingly you agree to (i) maintain

the confidentiality of such information using reasonable efforts and care (but in no event less than the same efforts and care you use to protect your own confidential and proprietary information) and not disclose such information to any third party without the prior written consent of Bizlutionz, and (ii) only use such information for the purposes of using the Services provided by Bizlutionz hereunder.

2. Any and all (i) suggestions for correction, change and modification to the Services and other feedback (including but not limited to quotations of written or oral feedback), information and reports provided to Bizlutionz by you (collectively "Feedback"), and all (ii) improvements, updates, modifications or enhancements, whether made, created or developed by Bizlutionz or otherwise relating to the Services (collectively, "Revisions"), are and

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will remain the property of Bizlutionz. You acknowledge and expressly agree that any contribution of Feedback or Revisions does not and will not give or grant you any right, title or interest in the Services or in any such Feedback or Revisions. All Feedback and Revisions become the sole and exclusive property of Bizlutionz and Bizlutionz may use

and disclose Feedback and/or Revisions in any manner and for any purpose whatsoever without further notice or compensation to you and without retention by you of any proprietary or other right or claim. You hereby assign to Bizlutionz any and all right, title and interest (including, but not limited to, any patent, copyright, trade secret, trademark, show-how, know-how, moral rights and any and all other intellectual property right) that you may have in and to any and all Feedback and Revisions. At Bizlutionz's request, you will execute any document, registration or

filing required to give effect to the foregoing assignment.

# VI. ARBITRATION AND CLASS ACTION WAIVER

This Section includes an arbitration agreement and an agreement that all claims will be brought only in an individual capacity (and not as a class action or other representative proceeding) ("Arbitration Agreement"). Please read it carefully. You may opt out of the Arbitration Agreement by following the opt out procedure described below.

- 1. Informal Process First. You agree that in the event of any dispute between you and Bizlutionz, you will first contact Bizlutionz and make a good faith sustained effort to resolve the dispute before resorting to more formal means of resolution, including without limitation any court action.
- 2. Arbitration Agreement. After the informal dispute resolution process any remaining dispute, controversy, or claim (collectively, "Claim") relating in any way to your use of Bizlutionz's services and/or products, including the

Services, or relating in any way to the communications between you and Bizlutionz or any other user of the Services.

will be finally resolved by binding arbitration. This mandatory Arbitration Agreement applies equally to you and Bizlutionz. However, this Arbitration Agreement does not (a) govern any Claim by Bizlutionz for infringement of its

intellectual property or access to the Service that is unauthorized or exceeds authorization granted in these Terms or (b) bar you from making use of applicable small claims court procedures in appropriate cases. If you are an individual you may opt out of this Arbitration Agreement within thirty (30) days of the first of the date you access or use this Service by following the procedure described below.

Arbitration is more informal than a lawsuit in court. There is no judge or jury in arbitration. Instead, the dispute is resolve by a neutral arbitrator. Court review of an arbitration award is limited. Except to the extent the parties agree otherwise, arbitrators can award the same damages and relief that a court can award. You agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and Bizlutionz are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision will

survive any termination of these Terms.

If you wish to begin an arbitration proceeding, after following the informal dispute resolution procedure, you must send a letter requesting arbitration and describing your claim to 515 Seminary Row, Suite 32, New York, NY 10027. The arbitration will be administered by the American Arbitration Association (AAA) under its rules including, if you

are an individual, the AAA's Supplementary Procedures for Consumer-Related Disputes. If you are not an individual or have used the Services on behalf of an entity, the AAA's Supplementary Procedures for Consumer-Related Disputes will not be used. The AAA's rules are available at www.adr.org or by calling 1-800-778-7879. The number of arbitrators will be one. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location. The

written submissions, or in person in the county where you live or at another mutually agreed location. The arbitration will be conducted in the English language. New York law will apply. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. If you are an individual

and have not accessed or used the Service on behalf of an entity, we will reimburse those fees for claims totaling

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less than \$10,000, unless the arbitrator determines the claims are frivolous, and we will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous.

The arbitrator, and not any federal, state, or local court, will have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability, or formation of this Arbitration Agreement, including any claim that all or any part of this Arbitration Agreement is void or voidable. However, the preceding sentence will not apply to the "Class Action Waiver" section below.

If you do not want to arbitrate disputes with Bizlutionz and you are an individual, you may opt out of this Arbitration

Agreement by sending an email to Info@Bizlutionz.com within thirty (30) days of the first of the date you access or use the Service.

Class Action Waiver

Any Claim must be brought in the respective party's individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties

expressly waive any ability to maintain any Class Action in any forum. If the Claim is subject to arbitration, the arbitrator will not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. The parties understand that any right to litigate in court, to have a judge or jury decide their case, or to be a party to a class or representative action, is waived, and that any claims must be decided individually, through arbitration.

If this class action waiver is found to be unenforceable, then the entirety of the Arbitration Agreement, if otherwise effective, will be null and void. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. If for any reason a claim proceeds in court rather than in arbitration, you and Bizlutionz each waive any right to a jury trial.

# VII. GENERAL PROVISIONS

- 1. Modifications. We may modify these Terms of Use at any time. Modifications become effective immediately upon your first access to or use of the Services after the "Last Revised" date at the top of these Terms of Use. If we make changes that are material, we may use reasonable efforts to attempt to notify you, including by email or placing a prominent notice on the first page of the Website. However, it is your sole responsibility to review the Terms of Use from time to time to view any such changes. Your continued access or use of the Services after the modifications have become effective will be deemed your conclusive acceptance of the modified Terms of Use. If you do not agree with the modifications to the Terms of Use, then please do not access or use the Services
- 2. Termination. If you breach any of the terms of these Terms of Use, all licenses granted by Bizlutionz, including permission to use the Services, will terminate automatically. Additionally, Bizlutionz may suspend, disable.

or delete your User Account and/or the Services (or any part of the foregoing) with or without notice, for any or no reason. If Bizlutionz deletes your User Account for any suspected breach of these Terms by you, you are prohibited from re-registering for the Services under a different name. In the event of User Account deletion for any reason, Bizlutionz may, but is not obligated to, delete any of Your Content. Bizlutionz shall not be responsible for the deletion

of (or failure to delete) Your Content. All sections which by their nature should survive the termination of these Terms of Use shall continue in full force and effect subsequent to and notwithstanding any termination of this Agreement by Bizlutionz or you. Termination will not limit any of Bizlutionz's other rights or remedies at law or in equity.

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- 3. Governing Law. These Terms of Use shall be governed by the laws of the New York without regard to its conflict of laws provisions, provided that the Federal Arbitration Act shall govern the interpretation and enforcement of the Arbitration Agreement. Unless you and Bizlutionz agree otherwise, in the event that the Arbitration Agreement is found not to apply to you or a particular Claim (except for small claims court actions), either as a result of your decision to opt out of the Arbitration Agreement or as a result of a decision by the arbitrator or a court order, you agree that the Claim will be resolved exclusively by a state or federal court located in New York. You and Bizlutionz agree to submit to the personal jurisdiction of the courts located within New York for the purposes of litigating such Claims. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Your use of the Services may also be subject to other local, state, national, or international laws.
- 4. Export Laws. You agree that you will not export or re-export, directly or indirectly the Services and/or other information or materials provided by Bizlutionz hereunder, to any country for which the United States or any other relevant jurisdiction requires any export license or other governmental approval at the time of export without first obtaining such license or approval. In particular, but without limitation, the Services may not be exported or re-exported (a) into any U.S. embargoed countries or any country that has been designated by the U.S. Government as a "terrorist supporting" country, or (b) to anyone listed on any U.S. Government list of prohibited or restricted parties, including the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Services, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use these products for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, missiles, or chemical or biological weapons. You are responsible for and hereby agree to

comply at your sole expense with all applicable United States export laws and regulations.

- 5. U.S. Government Restricted Rights. The Services and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.
- 6. Taxes. You are solely responsible for any and all duties, taxes, levies or fees (including any sales, use or withholding taxes) imposed on or in connection with these Terms of Use by any authority.
- 7. Injunctive Relief. You agree that a breach of these Terms of Use will cause irreparable injury to Bizlutionz for which monetary damages would not be an adequate remedy and Bizlutionz shall be entitled to equitable relief in addition to any remedies it may have hereunder or at law without a bond, other security or proof of damages. 8. Miscellaneous. These Terms of Use may not be modified except by a writing executed by the dulyauthorized representatives of Bizlutionz. No other act, document, usage or custom will be deemed to modify or amend these Terms of Use. These Terms of Use will inure to the benefit of and will be binding upon each party's successors and assigns. These Terms of Use and the licenses granted hereunder may be assigned by Bizlutionz but may not be assigned by you without the prior express written consent of Bizlutionz. If any provision hereof is or becomes, at any time or for any reason, unenforceable or invalid, no other provision hereof will be affected thereby and the remaining provisions will continue with the same effect as if such unenforceable or invalid provisions will not have been inserted herein; provided that the ability of either party to obtain substantially the bargained-for performance of the other will not have thereby been impaired. It is expressly understood that in the event either party on any occasion fails to perform any term hereof and the other party does not enforce that term, the failure to enforce on any occasion will not constitute a waiver of any term and will not prevent enforcement on any other occasion. Nothing contained in these Terms of Use will be deemed to constitute either party as the agent or representative of the other party or both parties as joint venturers or partners for any purpose. In the event that either party is prevented from performing, or is unable to perform, any of its obligations

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under these Terms of Use due to any cause beyond the reasonable control of the party invoking this provision, the affected party's performance will be extended for the period of delay or inability to perform due to such occurrence. The headings and captions contained herein will not be considered to be part of the Terms of Use but are for convenience only.

9. Contact Us. You may contact us regarding the Services or these Terms of Use at: Bizlutionz.com, 515 Seminary Row, Suite 32, New York, NY 10027 or by email to Info@Bizlutionz.com. These Terms of Use sets forth the

entire understanding of the parties with respect to the matters contained herein and there are no promises, covenants or undertakings other than those expressly set forth herein.