

## Site Terms of Use

YOUR USE OF BIZSTORIA WEBSITE AND ANY RELATED ONLINE MATERIALS AND SERVICES INDICATES YOUR INTENT TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS OF USE.

### 1. INTRODUCTION

These Terms of Use (these "Terms") describe BizStoria rules and conditions for your use of BizStoria website, [www.bizstoria.com](http://www.bizstoria.com), and any related online materials and services, as such items may be modified from time to time (collectively, the "Site"). The Terms also include all terms and policies linked or referenced below, available on the Site, and otherwise provided to you. Before using the Site, you must read and accept all of the Terms, which you agree are legally binding on you. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU ARE PROHIBITED FROM USING THE SITE.

BizStoria is an Oregon corporation and can be contacted by mail at 17675 SW Farmington Rd. #492, Aloha, Oregon, 97007, and by email at [info@bizstoria.com](mailto:info@bizstoria.com).

### 2. PRIMARY SERVICES

BizStoria is a website featuring technology that enables users to upload information, stories and graphics relating to the users and to upload links to websites designated by the users, to provide access to product and services by connecting or linking to websites and to capture email addresses of parties who follow the users' uploaded information.

BizStoria may offer new, or revise or remove, Site services, content, or functionality in BizStoria sole discretion. Unless expressly stated otherwise, these Terms apply to all modifications to the Site.

### 3. ACCESS

To use the Site, you must obtain access to the Internet, either directly or through devices and software that access Internet-based content, and pay all fees associated with such access. BizStoria does not guarantee that the Site will correctly function with all browser, mobile device, or other software.

If you are eligible to access the Site and agree to these Terms, BizStoria grants you a limited, revocable, nonexclusive, nonassignable, nonsublicensable license to access the Site on these Terms. Otherwise, your access of the Site is unauthorized. You grant us a perpetual, irrevocable, transferrable, unlimited, worldwide, sublicensable, fully paid license to use, copy, perform, display, distribute, and make derivative works from content you post.

BizStoria may modify, replace, refuse access to, suspend or discontinue the Site, partially or entirely, or change and modify prices for all or part of services in BizStoria's sole discretion. All changes are effective upon the earlier of their posting or direct notice to you. BizStoria further reserves the right to withhold, remove and or discard any content available, with or without notice, if deemed by BizStoria to be contrary to these Terms or prohibited by law. BizStoria has no obligation to store, maintain or provide you a copy of any content that you or other members provide when using the Site.

### 4. ELIGIBILITY

You may not access or use the Site if prohibited by applicable law. By using the Site, you represent and warrant that you have the right, authority, and capacity to enter into and abide by all Terms. You are responsible for complying with all state, federal, local, and other applicable laws relating to use of the Site. The Site is administered in the United States of America (the "U.S."). You must be at least 18 years of age (or, if greater, the applicable age of majority in your jurisdiction) to use the Site. BizStoria reserves the right to refuse access to the Site to anyone, except as prohibited by law.

## **5. INTELLECTUAL PROPERTY & DMCA INFORMATION**

The registered and unregistered trademarks, service marks, and logos used and displayed on the Site are owned by BizStoria and other persons. You agree not to post, email, make available, or otherwise use content on or through the Site that infringes any patent, trademark, trade secret, copyright, or other proprietary rights of any party, or content that you do not have a legal right to make available or use.

You grant BizStoria a perpetual, irrevocable, unlimited, worldwide, fully paid/sublicensable license to use, copy, perform, display, distribute, and make derivative works from content you post on the Site.

You agree that you have read and consent to BizStoria's [Copyright Policy](#), which is part of these Terms. Any modifications to such policy will be part of these Terms.

## **6. PRIVACY**

Your privacy is important to BizStoria. You agree that you have read and consent to BizStoria's [Privacy Policy](#), which is part of these Terms. Any modifications to such policy will be part of these Terms.

## **7. SITE CONTENT**

BizStoria does not control and is not responsible for the information and other content posted by persons using the Site. You agree that you must evaluate and make your own judgment, and bear all risks relating to the use of the Site for any purpose. You understand that all postings, transactions, messages, email addresses, text, files, images, photos, video, sounds, or other content posted on, transmitted through, or linked from the Site are the sole responsibility of the person from whom such content originated. You are responsible for controlling access to your account and for all content that may be posted, emailed, or otherwise made available through or affecting the Site from your account. BizStoria does not provide any medical, legal, financial or any other expert or professional advice and recommends that you seek guidance from your own independent experts and professionals regarding such matters.

The Site and content available through the Site may contain links to other members and websites, which are completely independent of BizStoria. BizStoria makes no representation or warranty as to the accuracy, completeness, or authenticity of the information given or contained by any member or in any such site.

## **8. CONTENT REMOVAL**

BizStoria was developed to allow members to grow their network, provide access to product and services, share and exchange resourceful information, and upload links to websites designated by the user. With that in mind, you are required to offer only truthful and accurate information.

BizStoria does not screen, censor, or approve member communications or activities on the Site. However, BizStoria has the right, but not the obligation, in its sole discretion, to review information or content you submit to or through the Site and to refuse, delete, edit, or move any content, and to remove any information or content that violates, or may violate, any applicable law or the Terms, including without limitation upon the reasonable request of any third party. You waive the right to bring or assert any claim against BizStoria relating to any comments, feedback, or content whatsoever, and release BizStoria from any and all liability for or relating to any such comments, feedback, or content.

## **9. MEMBER RESPONSIBILITIES**

You must comply with all applicable laws, these Terms, and BizStoria's rules and policies, which BizStoria may amend from time to time with or without advance notice, including without limitation the following:

**9.1. Member Account.** Your account is for your use only. You agree to: (a) keep your password secure and confidential; (b) restrict access to your computer; (c) prevent others from using your account; (d) refrain from using other members' accounts; (e) refrain from selling, trading, assigning, or otherwise transferring your account to another party; and (f) refrain from charging anyone for access to your account, any portion of the Site, or any information therein. You assume unconditional responsibility for all uses of your account. You acknowledge that BizStoria is not responsible for third party access to your account that results from theft or misappropriation of your user names and passwords.

**9.2. Geographic Limitations.** You agree to comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, export control laws, tax laws, and regulatory requirements. You will only use the Site in a manner consistent with these Terms and any and all applicable local, state, national, and international laws and regulations, including, but not limited to, United States export control laws. You represent and warrant that you are not located in, under the control of, or a national or resident of any country which the United States prohibits from operating or doing business in the United States. Registration for, and use of, the Site is void where prohibited. To the extent that the Site is not legal in your jurisdiction, you may not use the Site.

**9.3. Member Reviews and Comments.** You agree and understand that:

- (1) All of your reviews and comments should be based upon first-hand experiences;
- (2) All of your reviews and comments will be accurate, truthful, and complete in all respects.

**9.4. Notices.** BizStoria may email you with service messages and other notices about your account and the Site to an email address associated with your account, even if BizStoria has other contact information. BizStoria may also communicate with you through your BizStoria account or through other means including email, mobile number, telephone, mail, or other delivery services. You agree to review your email and the Site for any notices, and that you will be deemed to have received a notice when it is made available to you by email, by posting on the Site, or made available in any other reasonable means. You acknowledge and agree that BizStoria will have no liability associated with or arising from your failure to maintain accurate contact or other information, including without limitation your failure to receive critical information about the Site. You are responsible for providing BizStoria with accurate contact information and any changes to such information.

**9.5. Member Duties.** You agree to:

- (1) Be respectful towards other Site members and BizStoria's employees and other agents.
- (2) Keep all of your account and profile information accurate at all times.
- (3) Use the Site and its content for its expressly stated purposes only.
- (4) Promptly report to BizStoria any violation of these Terms by other Site members or other persons.

**9.6. Prohibited Conduct.** You agree to not:

- (1) Provide any inaccurate, false, or misleading information, referrals, reviews, account data, comments, or performance ratings to BizStoria or to any other Site member.
- (2) Engage in or promote any conduct that is unlawful, harmful, threatening, abusive, harassing, degrading, annoying, intimidating, fraudulent, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or otherwise objectionable.
- (3) Harm minors in any way, or seek or recommend providers of material that exploits minors in a sexual or violent manner, or seek or recommend providers that solicit personal information from any minor.

- (4) Post anything that is pornographic or depicts a human being engaged in actual sexual conduct.
- (5) Engage in hateful conduct toward an individual or group on the basis of religion, gender, sexual orientation, race, ethnicity, age, disability, or other protected class.
- (6) Stalk, cyber-bully, or send unwelcomed communications to others.
- (7) Impersonate or attempt to impersonate any person or entity; falsify contact information; misrepresent a relationship or affiliation with any person or entity, including without limitation BizStoria; or otherwise attempt to mislead others as to the sender or origin of a communication, review, or rating.
- (8) Access or use the Site to collect, harvest, store, use, or transfer any information, including without limitation personal information of Site members, except as expressly allowed by these Terms or with the express consent of the person whose information is being collected, used, or transferred.
- (9) Share information of members without their express consent.
- (10) State or imply that you, any other party, or any products, services, or other Site content is sponsored or endorsed by BizStoria, without BizStoria's prior, express written consent.
- (11) Gain or attempt to gain unauthorized access to the Site, other member accounts, or other computer systems or networks connected to the Site, or otherwise bypass or attempt to bypass any security measure implemented by BizStoria.
- (12) Disclose or make available any content in violation of any law or any contractual or fiduciary relationship (such as trade secrets or other proprietary or confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements).
- (13) Solicit, advertise, or engage in any illegal activity, including without limitation gambling, prostitution, or the sale or production of controlled substances.
- (14) Promote or enable illegal or unlawful activities, such as instructions on how to make or buy illegal weapons, violate a person's privacy, harm or harass a person, or obtain others' personal identity information.
- (15) Interfere with the enjoyment of the Site by other members.
- (16) Engage in activity that constitutes or contains "affiliate marketing," "link referral code," "junk mail," "spam," "chain letters," "pyramid schemes," or unsolicited commercial advertisement.
- (17) Upload, post, or otherwise transmit any material that contains software viruses, worms, defects, Trojan Horses, or any other computer code, files, or programs of a destructive nature that may interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment.
- (18) Use any robot, spider, crawler, data mining tool, site search/retrieval application, SQL injection, or other automated device, process or means to access, retrieve or index the Site or any portion thereof, except as may be needed by legitimate search engines to index the Site and its content for the purpose of facilitating bona fide searches for the Site and its content by third parties.
- (19) Interfere with or disrupt the Site or servers or networks connected to the Site or use any device, software, or routine that interferes with the proper working of the Site.
- (20) Engage in any conduct that could result in liability or threatened liability for BizStoria.
- (21) Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for any underlying intellectual property used to furnish the Site.

(22) Engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of, the Site.

(23) Remove any copyright, trademark or other proprietary rights notices contained in or on the Site, including without limitation those of BizStoria and its licensors.

(24) Post irrelevant content, repeatedly post the same or similar content, or otherwise engage in bad faith use the Site.

(25) Attempt to or actually access any part of the Site by any means other than through a common web browser.

**9.7. Prohibited Products and Services.** You agree and understand that BizStoria prohibits use of the Site by a member or third party to promote, sell, or otherwise transfer any product or service that violates applicable law or that could harm anyone. Such items include without limitation the following: alcohol; endangered/protected animals and wildlife products; artifacts and grave-related items; chemicals; controlled substances; used cosmetics and personal hygiene products; counterfeit currency, stamps, or other items; drugs and drug paraphernalia; tobacco; cable television de-scramblers, radar scanners, and traffic signal control devices; wiretapping and bugging devices; embargoed goods; firearms and other weapons; government documents, identifications, licenses, and permits; hazardous materials; human and other animal parts and remains; lock-picking devices; lottery tickets, slot machines, and other gambling-related items; medical devices requiring a prescription; multi-level marketing, pyramid, and matrix programs; ethnically or racially offensive material, such as Nazi memorabilia; pornography; escort services; proprietary or confidential data; recalled items; securities; and stolen property.

## **10. OTHER MEMBERS AND THIRD PARTIES**

**10.1. Interactions with other Members.** You are solely responsible for your interactions with other Site members. When you “follow” a member’s story, the member will gain access to your email address so they can grow their network and connect with you. If you do not want your email address shared with other members, DO NOT follow any stories. In certain circumstances, BizStoria may limit your contact with other members or otherwise limit your use of the Site. Members take full responsibility when emailing members, receiving or offering items or support. BizStoria reserves the right, but has no obligation, to monitor disputes between you and other members and to restrict, suspend, or close your account if BizStoria determines, in our sole discretion, that doing so is necessary to enforce these Terms or is otherwise desirable or appropriate.

**10.2. Interactions with Third Parties.** Use of the Site may directly or indirectly put you in contact with third party content, sellers of goods, service providers, or advertisers. The Site is only a conduit to connect members to each other and third parties. The Site provides links to individuals, business professionals, service, and retail providers only as a convenience. BizStoria does not endorse or accept any responsibility for the content or any transactions associated with the exchange of information, payment for and delivery of goods or services, and any other terms, conditions, warranties, representations, or liabilities associated with such dealings. Your voluntary interactions with organizations and/or individuals found on or through the Site, including communication, payment and delivery of goods or services, referral fees, donations, validity of any referrals or information, including but not limited to health care information and wellness providers and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and others. (See also the Safety & Warnings section.)

## **11. ANTI-SPAM POLICY**

BizStoria prohibits you from sending unsolicited email advertisements to BizStoria email addresses or through the Site. Without limiting the preceding statement, you may not:

- Manipulate identifiers, such as email headers, to disguise the origin of any content transmitted to or through BizStoria's computer systems.
- Relay email from a third party's mail servers without the permission of that third party.
- Use or cause to be used BizStoria's computer systems to facilitate the transmission of unsolicited or unauthorized material. This includes any promotional materials, URLs, "junk mail," "chain letters," "pyramid schemes," or any other form of unauthorized solicitation that you may upload, post, email, transmit, or otherwise make available.
- Use "robots" or otherwise harvest other's email addresses from the Site for purposes of sending unsolicited or unauthorized material.
- Upload, post, email, or transmit the same message, URL, or post multiple times.
- Disrupt the normal flow of dialogue, or cause the screen to "scroll" faster than other Site members are able to type, or otherwise act in a manner that negatively affects other members' ability to engage in real-time exchanges.

Any unauthorized use of BizStoria computer systems is a violation of these Terms and certain federal and state laws, including without limitation the Computer Fraud and Abuse Act (18 U.S.C. § 1030 et seq.). Such violations may subject the sender and sender's agents to civil and criminal penalties. Please report violations of this policy to [concerns@bizstoria.com](mailto:concerns@bizstoria.com).

## **12. SAFETY & WARNINGS**

You assume all risks when using the Site, including but not limited to all of the risks associated with any online, telephonic, personal, or other interactions with others. You agree to take all reasonable and necessary precautions when meeting individuals. In addition, you agree to review and follow the recommendations set forth below.

**NOTE: BIZSTORIA DOES NOT CONDUCT CRIMINAL HISTORY OR BACKGROUND CHECKS OR OTHERWISE SCREEN MEMBERS.**

Using the Site can lead to members meeting in person or conducting business. The comments given by other Site members are designed help you decide whether this is appropriate. However, your sound judgment and instincts are necessary to protect yourself. Here are some basic precautions that will promote a safe interaction with other members.

Do:

- Use common sense
- Tell a family member, friend, or colleague where you are going
- Meet during the day in public areas with other people around
- Be very cautious when sharing any personal information
- Interact with members that you consider "TRUSTED"
- Perform some background research before meeting or dealing with anyone new
- Invite people that you know to join your meeting
- Deal locally with individuals or providers
- Do not rely on others for transportation
- Report any concerns you may have by contacting us at [concerns@bizstoria.com](mailto:concerns@bizstoria.com)

Do not:

- Allow strangers into your home
- Offer or seek help from anyone you do not know
- Give out personal or financial information
- Meet at your house or place of work unless you trust and know the person
- Purchase anything that is too good to be true
- Offer financial assistance to anyone you do not know
- Wire funds via MoneyGram or Western Union
- Agree to any credit card checks or background checks unless you have met an employer in person and have researched such person or entity
- Offer financial assistance unless you know the individual and/or research their identity

BIZSTORIA IS NOT INVOLVED IN ANY TRANSACTION BETWEEN MEMBERS AND OTHER MEMBERS, PROVIDERS, OR OTHER THIRD PARTIES, and does not handle payments, guarantee transactions, provide escrow services, or offer “buyer protection” or “seller certification.” You enter into all transactions at your own risk.

### **13. MEMBERSHIP FEES**

BizStoria reserves the right to charges fees for certain uses of the Site. BizStoria reserves the right, at any time, to modify its fees and billing methods. All fees must be paid in advance. Failure to pay these fees or to keep your credit card information accurate will result in the termination of your subscription.

IN ORDER TO PROVIDE CONTINUOUS SERVICE, ALL MONTHLY MEMBERSHIP FEES WILL BE AUTOMATICALLY RENEWED MONTHLY AND ALL YEARLY MEMBERSHIP FEES WILL BE AUTOMATICALLY RENEWED ANNUALLY AT THE THEN-CURRENT RATE AND CHARGED TO YOUR CREDIT OR DEBIT CARD. YOU MUST PAY BIZSTORIA FOR APPLICABLE FEES UNLESS YOU CANCEL YOUR SUBSCRIPTION, IN WHICH CASE YOU STILL AGREE TO PAY THESE FEES THROUGH THE END OF THE APPLICABLE SUBSCRIPTION PERIOD. Except as otherwise required by applicable law, you agree that BizStoria may, but is not required to, provide you with any notices prior to each automatic renewal payment. You acknowledge that your account will be subject to such renewals.

Membership fees are not refundable except in the event that BizStoria terminates your account for its convenience and you are not in breach of any Term, in which case BizStoria will refund your paid monthly or annual fees on a pro rata basis from the date of such termination to the end of the then current monthly or annual term.

### **14. PRODUCTS AND SERVICES PROVIDED BY BIZSTORIA**

A member may be given the opportunity to purchase products or services directly from BizStoria on the Site. BizStoria's products and services are sold on a first come, first served basis.

Members understand and acknowledge that certain gift cards, coupons, certificates, or vouchers sold on the Site have expiration dates and that it is up to the member to use the gift card, coupon, certificate, or voucher within a specified amount of time. YOU TAKE FULL RESPONSIBILITY FOR USING THE GIFT CARD, COUPON, CERTIFICATE, OR VOUCHER WITHIN THE SPECIFIC DEADLINE APPLICABLE TO EACH GIFT CARD, COUPON, CERTIFICATE, OR VOUCHER. Gift cards, coupons, certificates, or vouchers cannot be redeemed for cash and may contain other restrictions or conditions to their use. You are responsible for complying with all such restrictions and

conditions. BizStoria does not accept returns for any gift cards, coupons, certificates, or vouchers purchased. All sales are final. Members should ask any questions they may have before purchasing. The risk of loss and title for gift cards, coupons, certificates, or vouchers pass to the purchaser upon BizStoria's delivery of the item to a third party for delivery service. BizStoria is not responsible for any gift cards, coupons, certificates, or vouchers that are lost, stolen, destroyed, or used without your permission.

Fees for promotions and other services must be paid in advance and are not refundable. BizStoria is not responsible for member errors.

Unless expressly stated otherwise, all prices quoted on the Site by BizStoria refer to U.S. Dollars (USD) and do not include shipping and handling, sales, or other taxes, if applicable, which will be added to your total invoice price. Except as collected by BizStoria, you are responsible for paying all shipping and handling charges and state and local sales or other taxes that may apply to your order.

While our goal is to provide an error-free Site, BizStoria does not guarantee that any content is accurate or complete, including price information and product specifications. BizStoria reserves the right to revoke any stated offer and to correct any errors, inaccuracies or omissions (including after an order has been submitted and accepted).

## **15. DONATIONS**

**15.1. To BizStoria.** Members who find value in the Site should consider making a donation in order to keep BizStoria's vision and concept alive. The Site accepts donations of not less than \$1.00 (USD). Personal checks should be made payable to BizStoria and mailed to the company address listed in these Terms. BizStoria does not provide a receipt for donations. Donations are completely voluntary and gratuitous. By submitting a donation to BizStoria, you agree that you are not entitled to receive anything in return from BizStoria. You grant BizStoria the right to use your donation as BizStoria sees fit. BizStoria is not a tax-exempt entity and donations may not be tax deductible.

## **16. DISCLAIMER OF WARRANTIES**

YOU UNDERSTAND AND AGREE THAT THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND THAT BIZSTORIA ASSUMES NO RESPONSIBILITY OR LIABILITY FOR THE TIMELINESS, CONTENT, SECURITY, ACCESSIBILITY, OR ANY FAILURE OF THE SITE. BIZSTORIA EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY WARRANTY THAT (A) THE SITE WILL MEET YOUR REQUIREMENTS, (B) THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, VIRUS-FREE, OR ERROR-FREE, (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE WILL BE ACCURATE OR RELIABLE, (D) ANY CONTENT OR INFORMATION YOU PROVIDE OR BIZSTORIA COLLECTS WILL NOT BE DISCLOSED, OR (E) ANY ERRORS IN THE SITE WILL BE CORRECTED. YOU AGREE THAT USE OF THE SITE IS AT YOUR OWN RISK.

In some jurisdictions, disclaimers of implied warranties are not permitted and may not apply to you to the extent not permitted.

Without limiting the preceding disclaimers, you understand and agree to the following:

- BizStoria makes no representations or warranties, either express or implied, regarding who you meet or interact with through the Site or as to the conduct of such persons.
- BizStoria does not monitor or control the content posted by members, and does not guarantee the accuracy, integrity or quality of any content.



- If you decide to contact, connect with, link to, offer products or services, barter, donate, exchange anything of monetary value, or otherwise use the Site, you agree that such actions are taken entirely at your own risk.

- BizStoria does not recommend or endorse any assistance or medical information, products, procedures, opinions, or other information that may be mentioned on the Site. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with other members or any third parties.

## **17. LIMITATIONS OF LIABILITY**

YOU UNDERSTAND AND AGREE THAT BIZSTORIA (AND ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, PARTNERS, LICENSORS, SUPPLIERS, AND OTHER REPRESENTATIVES AND AFFILIATES) WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COMPENSATORY, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (EVEN IF BIZSTORIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) (COLLECTIVELY, "DAMAGES"), RESULTING FROM: (A) THE USE OR INABILITY TO USE THE SITE; (B) THE COST OF ANY GOODS AND/OR SERVICES PURCHASED OR OBTAINED AS A RESULT OF THE USE OF THE SITE; (C) DISCLOSURE OF, UNAUTHORIZED ACCESS TO, OR ALTERATION OF YOUR INFORMATION OR CONTENT; (D) CONTENT YOU SUBMIT, RECEIVE, ACCESS, TRANSMIT, OR OTHERWISE CONVEY THROUGH THE SITE; (E) ACTS OR OMISSIONS OF ANY THIRD PARTY THROUGH THE SITE; (F) ANY OTHER MATTER RELATING TO THE SITE; (G) ANY BREACH OF THESE TERMS BY BIZSTORIA OR THE FAILURE OF BIZSTORIA TO PROVIDE THE SITE; OR (H) ANY OTHER DEALINGS OR INTERACTIONS YOU HAVE WITH ANY OTHER MEMBERS OR ANY SERVICE OR RETAIL PROVIDERS (OR ANY OF THEIR REPRESENTATIVES OR AGENTS). THESE LIMITATIONS WILL APPLY TO THE FULLEST EXTENT NOT PROHIBITED BY LAW.

In some jurisdictions, limitations of liability are not permitted. In such jurisdictions, some of the foregoing limitations may not apply to you to the extent not permitted.

## **18. WAIVERS AND RELEASES**

As a condition to your use of the Site, you agree to be solely responsible for the following matters and HEREBY WAIVE AND RELEASE ANY RIGHT TO BRING OR ASSERT ANY CLAIM AGAINST BIZSTORIA (AND ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, PARTNERS, LICENSORS, SUPPLIERS, OR OTHER REPRESENTATIVES AND AFFILIATES) RELATING TO ACTIVITIES WITHIN OR ARISING FROM THE SITE INCLUDING WITHOUT LIMITATION THE FOLLOWING: REQUESTS FOR SUPPORT; OFFERS OF SUPPORT; PERSONAL INTERACTIONS WITH INDIVIDUALS; COMMUNICATIONS BY ANY MEANS WITH OTHERS; EXCHANGES OF BARTERED SERVICES; GRANTING OR RECEIVING FINANCIAL SUPPORT OR ANYTHING OF MONETARY OR NON-MONETARY VALUE; PARTICIPATING IN BUSINESS AND OTHER GROUPS; GIVING OR RECEIVING LEADS AND REFERRALS; GIVING OR RECEIVING ANY CONTENT, DATA, OR INFORMATION; PAYING OR COLLECTING ANY FEES OR OTHER SUMS; DELIVERY OR RECEIPT OF GOODS, SERVICES, OR DATA; ANY DISPUTES WITH OTHERS; AND MISCONDUCT BY ANY THIRD PARTY.

YOU UNDERSTAND THAT BY USING THE SITE YOU MAY BE EXPOSED TO CONTENT THAT IS OFFENSIVE, INDECENT, OR OBJECTIONABLE. UNDER NO CIRCUMSTANCES WILL BIZSTORIA BE LIABLE IN ANY WAY FOR ANY CONTENT, INCLUDING WITHOUT LIMITATION ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT. YOU ARE RESPONSIBLE FOR COMPLYING WITH ALL LAWS APPLICABLE TO THE CONTENT YOU SUBMIT THROUGH THE SITE. YOU AGREE THAT YOU MUST EVALUATE AND ASSUME ALL RISKS ASSOCIATED WITH THE USE OF ANY CONTENT, INCLUDING WITHOUT LIMITATION ANY RELIANCE ON THE CONTENT, INTEGRITY, AND ACCURACY OF SUCH CONTENT.

TO THE EXTENT BIZSTORIA IS FOUND LIABLE FOR ANYTHING RELATED TO THESE TERMS OR THE USE OF THE SITE, BIZSTORIA'S LIABILITY FOR DAMAGES WILL NOT EXCEED \$100 OR THE AMOUNT YOU PAID BIZSTORIA IN THE PAST YEAR.

YOU AGREE NOT TO BRING OR TAKE PART IN ANY CLASS ACTION AGAINST BIZSTORIA OR ITS OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, PARTNERS, LICENSORS, SUPPLIERS, OR OTHER REPRESENTATIVES AND AFFILIATES. IN THE EVENT THE PRECEDING SENTENCE IS UNENFORCEABLE UNDER APPLICABLE LAW, THEN YOU AGREE TO SUBMIT ALL CLAIMS YOU MAY HAVE TO BINDING ARBITRATION BEFORE THE ARBITRATION SERVICE OF PORTLAND.

BIZSTORIA AND ITS AFFILIATES MAKE NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO GIFT CARDS, COUPONS, CERTIFICATES, OR VOUCHERS INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT AN ITEM SOLD BY BIZSTORIA HAS A NON-FUNCTIONAL CODE, BIZSTORIA WILL, IN ITS SOLE DISCRETION, REPLACE SUCH ITEM OR REFUND YOUR PURCHASE PRICE.

Certain state laws do not allow the waiver or release of certain claims. To the extent these laws apply to you, some or all of the above waivers and releases may not apply to you, and you might have additional rights.

## **19. TERMINATION**

You may terminate your relationship with BizStoria, for any or no reason, at any time, with written notice to BizStoria. This notice will be effective upon BizStoria processing your notice. Terminating your account will not entitle you to a refund of any fees paid.

BizStoria may terminate your account and access to the Site for any reason or no reason, at any time, with or without notice. BizStoria reserves the right at any time to limit access to, modify, change or discontinue the Site with or without notice to you and will not be liable to you for any such modification, suspension, or discontinuance of the Site. Termination of your account may include the deletion of your account information and any content associated with your account (or any part thereof), in BizStoria's sole discretion.

## **20. INDEMNITY**

You agree to indemnify, defend, and hold harmless BizStoria and its officers, directors, owners, employees, agents, designees, members, successors, assigns, and other representatives from and against all losses, liabilities, expenses, damages, claims, demands and costs, including reasonable attorney fees and court costs, due to or arising from the following: (a) any direct or indirect violation of these Terms by yourself; (b) inaccurate or untruthful content or other information you provide to the Site or that you submit, transmit, or otherwise make available through the Site; (c) any action you take on or through the Site; (d) you interactions with other members and third parties through or arising from use of the Site; and (e) any intentional or willful violation of any rights of another or harm you may cause to another relating to the Site. BizStoria will have the right, but not the obligation, to participate in and control the defense of any such damage or claim.

## **21. MODIFICATION OF TERMS AND POLICIES**

These Terms, BizStoria's Privacy Policy and Copyright Policy, and all other terms and policies of BizStoria are subject to change by BizStoria in its sole discretion at any time, with or without notice. You agree to review these Terms for revisions on at least a monthly basis and upon notice of any such change. Your continued use of this Site after the posting of revisions to these Terms will constitute your acceptance of such revisions. If you disagree with any of the Terms, Privacy Policy, Copyright Policy, or any other terms or policies adopted by BizStoria, you must not use the Site.

## 22. GENERAL PROVISIONS

By using the Site, you understand and agree to the following additional terms and conditions:

**22.1. Binding Effect; Personal Guaranty.** These Terms are binding on you and your heirs, personal representatives, successors, and permitted assigns. If you are accessing the Site on behalf of a business or other legal entity, you represent, warrant, and agree that your actions are authorized by and binding on such business or other legal entity and its successors and permitted assigns. Further, you personally and unconditionally guaranty performance and payment of all obligations and liabilities of such business or other legal entity and waive all rights to notice and demand, any requirement that any action first be taken against any person or security, and any other suretyship defenses.

**22.2. Assignment.** All rights, interests, and obligations relating to these Terms are personal to you and are not assignable or otherwise transferable, except with BizStoria's prior written consent. BizStoria may assign, transfer, or delegate any of its rights and obligations without your consent.

**22.3. No Third-Party Beneficiaries.** Nothing in these Terms, express or implied, is intended or may be construed to confer on any person, other than BizStoria or yourself, any right, remedy, or claim hereunder.

**22.4. Headings.** The section titles in the Terms are for convenience only and will not affect the meaning or interpretation of the Terms.

**22.5. Waiver.** Any provision or condition of this Term may be waived at any time, in writing, by BizStoria. Waiver of any breach of any provision will not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

**22.6. Governing Law; Jurisdiction.** THESE TERMS ARE GOVERNED BY AND MUST BE CONSTRUED UNDER THE LAWS OF THE STATE OF OREGON, WITHOUT REGARD TO CONFLICT OR CHOICE OF LAW PRINCIPLES. EXCEPT AS OTHERWISE EXPRESSLY REQUIRED BY THESE TERMS, YOU AGREE TO SUBMIT TO THE PERSONAL JURISDICTION OF THE COURTS LOCATED IN THE COUNTY OF MULTNOMAH, IN THE STATE OF OREGON FOR ALL OF YOUR CLAIMS ARISING FROM OR RELATING TO THESE TERMS, USE OF THE SITE, AND ANY OTHER DISPUTE WITH BIZSTORIA.

**22.7. Attorney Fees.** In any arbitration, suit, or action arising out of the Site or the subject matter of these Terms, the party prevailing will be entitled to recover, in addition to costs, reasonable attorney fees incurred, including any attorney fees on appeal.

**22.8. Injunctive and Other Equitable Relief.** You agree that damages will be an inadequate remedy in the event you breach these Terms and that any such breach will cause BizStoria great and irreparable injury and damage. Therefore, in addition to damages, BizStoria will be entitled to a restraining order, temporary and permanent injunctive relief, specific performance, and other appropriate equitable relief, without showing or proving that any monetary damage has been sustained.

**22.9. Severability.** Wherever possible, each provision of these Terms will be interpreted in a manner that will render it effective and valid under applicable law. If any provision of these Terms is prohibited by or becomes invalid under applicable law, that provision will be ineffective only to the extent of the prohibition or invalidity without invalidating the remainder of the provision or the remaining provisions of these Terms. The parties expressly intend and desire that any court holding any provision of these Terms to be invalid or unenforceable as written substitute a provision that is enforceable and that most fully accomplishes the purpose of the invalid or unenforceable provision.

**22.10 Entire Agreement.** These Terms (including the documents expressly referred to herein) constitute the entire agreement and understanding of yourself and BizStoria with respect to the

subject matter of these Terms and supersede all prior understandings and agreements, whether written or oral, with respect to such subject matter.

(06/06/2017)