

Terms of Use

Last Modified: November, 2019

The submission of information to, and use of, the business referral and recommendation service ("Service") available through BizCatcher International website, (the "Websites") owned, operated, or powered by BizCatcher International, Inc. ("Company") is subject to the following Terms of Use. BY CLICKING SIGN UP AND SUBMITTING INFORMATION to, or accessing information from, the Service, YOU, the end user customer ("Customer" or "you") AGREE TO THE FOLLOWING TERMS OF USE and represent and warrant that you have the right, power and authority to agree to and be bound by such terms. These Terms of Use are a legal agreement between Company and you (the "Agreement").

If you do not agree to these Terms of Use, do not submit information to, or access information from, the Service. All questions concerning this Agreement should be directed to: BizCatcher International, Inc., 4625 Living Place, 2nd Fl Pittsburgh, PA 15206. Company may update these Terms of Use at any time and without notice.

Company Communication

Company utilizes email as a vital and primary communication channel with customers. As a registered user, Customer hereby acknowledges and grants Company permission to communicate with customer via email (as well as other communication channels such as phone and fax) for any purpose Company determines to be relevant including, but not limited to, system messages, product updates, service announcements and other marketing messages. Company will use best efforts to honor Customer's request to opt out of marketing messages, but under no circumstances will Company have any liability for sending any email to its registered users/customers. With respect to sharing any personal data with third parties, Company does so in compliance with applicable law. For more information, please visit Company's Privacy Statement.

Customer Privileges

Customer privileges are granted by Company to individuals exclusively and are granted specifically to the registered member only. Individual user rights cannot be assigned, sublicensed, distributed, shared, viewed, accessed, or otherwise transferred to anyone without the express written permission of Company. Company requires that each registered user maintain a valid email address or username and a password, which shall be utilized for logging on to the Company system. Customers are not permitted to share their individual logon information with others. Company has the right to refuse service to any member that refuses to abide by the Terms of Use herein or abuses their rights related to the Company service.

Submission and Administration of Listings

Customer agrees not to submit through the Websites any description, photograph, financial, contact or any other listing information to publish and advertise a business opportunity using the Service unless Customer has received all necessary rights, consents and/or authorizations from the appropriate parties, including, without limitation, photographers and/or copyright owners of any photographs. Customer agrees not to submit any image to Company which contains any misrepresentations or unsuitable, inappropriate or controversial content. Only one listing on the Company Websites published using the Service is permitted for each business opportunity (e.g., multiple business advertisements within a listing, or multiple listings for the same opportunity, is not permitted), and a listing may not be modified or edited in an attempt to sell a different business entity. Additionally, the Customer agrees to allow the listing, or any part of it, to be searched, displayed, accessed, downloaded, copied, and otherwise referred to by users of the Customer's website or the Company Websites. The Company shall have the sole authority to choose the manner in which any listing will be searched, displayed, accessed, downloaded, copied, and otherwise used on the Websites and Company shall have the right to modify the listing in the exercise of its rights under this Agreement. Customer (a) represents and warrants that all business and associated information provided by Customer will be accurate, and to the extent applicable, Customer has acquired or obtained all the required licensing, permits and legal authority to market and sell the business(es) in the locations in which it is advertising; (b) agrees that Customer will not permit the posting of a business on the Websites under a name other than that of the business owner or the named licensed business agents that have been engaged by the business owner to market the business under the terms of a duly executed, active and exclusive listing agreement with the owner; (c) agrees to administer and maintain the accuracy of listings provided by Customer at all times; (d) shall ensure (and shall require its sales agents, if applicable) to respond to all buyer inquiries relating to the listing (i) within seventy-two (72) business hours and (ii) in a professional and respectful manner; and (e) agrees to provide to prospective buyers, free of cost, the information needed so that such prospective buyers can make a fully informed purchase decision. In addition, Customer agrees not to advertise a business opportunity as an Established Business unless such a business (1) is open and has been continuously operating for a minimum of one year, (2) has an established customer base and a material revenue history, and (3) has ability to provide financial history information to qualified buyers. Company reserves the right to remove all or any part of the Listings posted on the Company website.

Company accepts no responsibility for checking the accuracy of reports or data files submitted by Customer. While Company shall take all reasonable efforts for data backup and business resumption, Customer will be solely responsible for retaining back-up copies of all information, photographs and other materials it provides to Company.

Use of Information

All information obtained from the Service, including business listings, business broker directory, valuations, and any other information otherwise made available to Customer in the Service

(individually and collectively, the "Content") is proprietary to Company and its licensors, and is protected by copyright and other U.S. and international intellectual property rights, laws and treaties. Customer agrees that Content reserved for members will be treated as proprietary, maintained as confidential and shall be protected as a trade secret of Company. Company does not ensure the accuracy of, endorse or recommend any Content and Customer uses such Content at the Customer's own risk. Customer may access the Content solely to obtain initial information from which further evaluation and investigation may commence. Customer shall limit access to and use of Content to personal and internal use, and shall not use Content obtained from the Service for further distribution, publication, public display, or preparation of derivative works or facilitate any of these activities in any way. Customer shall not use or reproduce Content obtained from the Service for or in connection with any other listing service or device. Customer shall not modify, merge, decompile, disassemble, translate, decode or reverse engineer any portion of the Product, or use any data mining, gathering or extraction tool, or any robot, spider or other automatic device or manual process, to monitor or copy any portion of the Service. Customer shall not access or use any portion of the Service if you are a direct or indirect competitor of Company, nor shall you provide, disclose or transmit any portion of the Service to any direct or indirect competitor of Company (by way of example, a "direct or indirect competitor" of Company includes, but is not limited to, Internet listing services or other business information services and employees, independent contractors and agents of such services). Customers violating these specific terms, specifically those customers searching the Service in an abusive or excessive manner, by automated or manual means, shall be subject to immediate termination of their membership and will be assessed an excessive use fee of \$500.

Term and Termination

The Company offers subscriptions to the Service through a number of products which vary and follow the term, renewal, and billing provisions as described below.

Membership. Membership is obtained by creating a profile through <https://www.bizcatcher-intl.com/bizcatcher/register>. Customer receives a first 6 months free trial. Customer agrees to pay for the full value of the term (equal to the number of months in the term multiplied by the monthly rate) after the free trial period. Customer may cancel a business profile at any time, but the cancellation will take effect at the expiration of the then-current term. Customer agrees to provide written notice of such cancellation at least 10 business days before the end of any initial term or renewal month. Customer agrees that the fees paid for the initial term or any renewal month are non-refundable.

Company reserves the right to terminate a Customer's membership at any time without prior notice. Cause for termination includes, but is not limited to, breaches or violations of the Terms of Use, requests by law enforcement, inappropriate, unsuitable, controversial, fraudulent or illegal activity by you, discontinuance or material modification of Company services, nonpayment of fees owed by you in connection with Company services, account inactivity or technical or security issues. Upon termination, Company shall have no obligation to maintain or forward any content in your account. In

addition, the Company may require additional evidence of compliance with the provisions of this Agreement from Customers who are alleged to have submitted businesses or other information in violation of this Agreement.

Payment Terms

Customer agrees to pay for all products ordered through the Company's designated payment method indicated and provides Company express authorization to charge said fees to their payment provider. Fees owed depend on the specific type and quantity of Company products, services, information, or deliverables (collectively "Deliverables") ordered. Any attorney fees, court costs, or other costs incurred in collection of delinquent undisputed amounts shall be the responsibility of and paid for by Customer. If payment is not current, Company may immediately cease to provide any and all Deliverables to the customer. The fees paid for monthly subscriptions are non-refundable, regardless of whether the subscription is terminated prior to the end of the month or term. Fees paid for business listings and other products are not refundable. No partial month (or partial term if longer than a month) refunds will be provided. Customer may cancel their Company product membership by contacting us only by email (info@bizcatcher-intl.com) or by phone call (347-924-5136). All cancellation requests will be processed within two (2) business days, and a cancellation confirmation will be emailed to the email address on record for the account. The product and/or membership will be deactivated at the end of the current billing term. Company reserves the right to change its fees or billing methods at any time. Company will provide timely notice to the affected Customers of any such changes. It is Customer's responsibility to promptly provide Company with any contact or billing information changes or updates (including email address, credit card numbers, etc.).

The Customer must notify Company about any billing problems, disputes or discrepancies ("Disputes") within ninety (90) days after charges first appear on their account statement. If Customer does not notify Company of a Dispute within ninety (90) days, Customer agrees to waive their right to dispute such problems or discrepancies.

Unsolicited Commercial Email (Spam)

Company prohibits the use of its system or its tools to generate or send unsolicited commercial email (spam). Customers may not use the email services that Company offers to send spam (i.e. unsolicited commercial email) or otherwise send content that would violate these Terms of Use. Customer may not use the listing contact form to promote products or services to the listing broker or business owner. Company has the right to revoke the privileges of any customer or company that breaches these terms.

Ownership and License Grant

Company retains all rights (including Intellectual Property Rights, as defined below), title and interest in the Websites and all underlying technology and data including any enhancements and improvements thereto as a result of providing the Deliverables hereunder. Customer will not and will

not allow others via manual or automated means (including the use of any robot, spider or other automated process): reverse engineer, decompile, disassemble, merge, copy, use, disclose, sell or transfer the underlying source code or structure or sequence of Company's technology or delete or alter author attributes or copyright notices. Customer shall use the Company system solely for their own use and shall not allow others to use the Company system under or through that Customer's login ID/email and password. Further, customer shall not use Company products or services in an unlawful manner, such as for offensive, abusive, tortious, libelous, defamatory or other illegal purposes.

Intellectual Property Rights means all intellectual property rights (throughout the universe, in all media, now existing or created in the future, for all versions and elements, in all languages, and for the entire duration of such rights) arising under statutory or common law, contract, or otherwise, and whether or not perfected, including without limitation, (a) all rights associated with works of authorship including without limitation copyrights, moral rights, copyright applications, copyright registrations, synchronization rights; (b) rights associated with trademarks, service marks, trade names, logos, trade dress, and the applications for registration and registrations of trademarks and service marks; (c) rights relating to the protection of trade secrets and confidential information; (d) rights analogous to those set forth in this definition and any and all other proprietary rights relating to intangible property; and (e) divisions, continuations, renewals, reissues, and extensions of the foregoing (as and to the extent applicable) now existing, later filed, issued, or acquired.

Limitation of Liability and Indemnification

IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, LOSS OF BUSINESS, LOSS OF USE OR OF DATA, OR INTERRUPTION OF BUSINESS) ARISING OUT OF THIS AGREEMENT. Customer's exclusive remedy, and Company's entire liability under this Agreement shall be a refund to Customer of the fees paid to Company hereunder, and in no event will Company's liability for any reason exceed such fee. Company (and its officers, directors, employees and agents) shall not be liable for any damages whatsoever arising from Customer's use of the Deliverables, and Customer shall indemnify Company (and Company's officers, directors, employees and agents), and hold each of them harmless from and against any and all costs, damages or losses by any of them (including, without limitation, reasonable attorneys' fees) as a result of a claim by any person other than Customer arising from Customer's use or application of the Services or the Deliverables.

Warranty Disclaimers

THE SERVICE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. COMPANY MAKES NO PROMISES, REPRESENTATION OR WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SERVICE, INCLUDING THEIR ACCURACY, OPERATION, CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, OR THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS, AND COMPANY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND

FITNESS FOR A PARTICULAR PURPOSE AND, UNDER THE LAW OF THE UNITED STATES OF AMERICA, THE IMPLIED CONDITIONS OF SATISFACTORY QUALITY AND ACCEPTANCE AS WELL AS ANY LOCAL JURISDICTIONAL ANALOGUES TO THE ABOVE AND OTHER IMPLIED OR STATUTORY WARRANTIES.

Links to Third Party Sites

This website may contain hyperlinks to other websites operated by parties other than Company which are beyond Company's control. Parties other than Company may provide services or sell product lines on this site that take you outside of Company's service. This includes links from advertisers, sponsors, and content partners that may use Company's logo(s) as part of a co-branding relationship. Company does not control, is not responsible for examining or evaluating, and does not warrant the offerings of, any of these businesses or individuals or the content of their websites. Company does not assume any liability for the actions, product, or content of any of these and any other third parties. Company makes no representations and cannot be held responsible for the accuracy, relevancy, copyright compliance, legality, or decency of material on such third party websites. When you click on a link that leaves the Company site, the site you will land on is not controlled by Company and different terms of use and privacy statements may apply. Company also does not assume, and expressly disclaims, all liability for any viruses, worms, Trojan horses, defects, or other malfunctions caused by, resulting from, existing within, or in connection with such third party sites and any links thereto.

Procedure for Making Notification of Claims of Copyright Infringement

Company and its affiliates respect the intellectual property of others, and Company asks those posting or transmitting any content to or through Company's services or any associated websites to respect copyright law. It is the policy of Company to restrict and/or terminate in appropriate circumstances the ability to submit content and/or use the services and any associated websites by individuals or entities that repeatedly submit infringing content in violation of these Terms of Use. If you believe that your work has been copied and is available on any Company website or Company's other online services in a way that constitutes copyright infringement, you may notify Company according to the notice requirements of the Digital Millennium Copyright Act ("DMCA") and any other applicable law. Pursuant to 17 U.S.C. Section 512, Company's DMCA registered agent can be reached as follows: by mail to BizCatcher International, Inc., 4620 Living Place, 2nd Floor, Pittsburgh, PA 15206; by e-mail to info@bizcatcher-intl.com; and by telephone at 347-924-5136. Please note that this procedure is exclusively for notifying Company that your copyrighted material has been infringed.

Other Rights of Company

With respect to listings and other information submitted to Company, Customer agrees to grant Company and its affiliates and their licensees a royalty-free, perpetual, irrevocable, non-exclusive

and fully sub-licensable right and license (through multiple tiers) to use, reproduce, adapt, perform, display, publish, translate, prepare derivative works from, modify, distribute, sell, and take any other action with respect to such content (in whole or part) worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed, including the right to use listings and other information submitted to it for publication of all or part of such listing on the Internet for unrestricted use by Company customers and partners. Company shall have sole authority to choose the manner in which any listing will be received, displayed and used by the Service, and reserves the right to remove all or any part of a listing or refuse Services to anyone at any time in its sole discretion. Company shall have no obligation to (i) resolve disputes among users of the Service; or (ii) monitor or verify the accuracy or proper use of the listings. Company reserves the right to modify or change any and all Terms of Use at any time.

Miscellaneous

This Agreement, the Service and the Deliverables provided by Company shall be governed by the laws of the State of Pennsylvania, without reference to conflict of laws principles. The parties hereby consent to the exclusive jurisdiction and venue of the State and Federal courts in the Commonwealth of Pennsylvania. If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of this Agreement, which shall remain in full force and effect. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. The rights under this Agreement or any license granted hereunder may not be assigned, sublicensed or otherwise transferred by Customer without the prior written consent of Company, which retains the right to withhold consent in its sole discretion. The Terms of Use of this Agreement constitute the entire agreement between the parties and supersede all previous agreements and understanding, whether oral or written, between the parties hereto with respect to the subject matter of this Agreement. All notices to Company must be in writing and must be sent registered mail, certified mail, or overnight mail with a return receipt requested to the Company.

Listing Restrictions

Customer acknowledges that business listings will only be added to the Websites if all contacts added to that listing are also subscribing individual members including Agents as described below. All listings must be added in accordance with the Submission and Administration of Listings terms, as above. Listings may be for established businesses, business real estate for sale, business real estate for lease, or asset sales (e.g., sale of equipment, fixtures, applicable licenses, website domains, etc.). Customer may not delete then re-submit the same listing in order to affect the listing status on the Websites. Listings for businesses that are no longer active or available for sale must be immediately removed from the Websites. Company reserves the right, in its sole discretion, to remove any listing from the Service. Company reserves the right to remove listings that are deemed excessive in number or in violation of the Submission and Administration of Listings terms.