

# TERMS OF USE

**Last Updated: May 30, 2018**

Bizly, Inc. (“Bizly“), has created this mobile application, website, and web-based application at [www.bizly.com](http://www.bizly.com) (collectively, the “Application”), which may include Bizly’s message center as further described below (“Message Center”), to provide individuals and businesses with a convenient forum to view information about meeting and event Venues, sleeping Venues (if offered through the Message Center), and other conference space and supported food and beverage services, amenities and other ancillary hospitality requests (“Venues”) that are available for short term rental and the ability to reserve such Venues.

To assist you in using the Application and associated Services, and to ensure a clear understanding of the relationship arising from your use of the Application and participation in these Services, we have created (i) these Terms of Use (the “Terms“), and (ii) a Privacy Policy. Our Privacy Policy explains how we treat information that you provide to us through the Application, and our Terms govern your use of our Application. Our Terms and Privacy Policy apply to anyone accessing our Application (collectively, “you“), including (i) casual visitors to our website who do not sign up for an account on the Application (“Site Visitors“), and (ii) users who have registered with Bizly to use the Application (“Registered Users“). The terms “Bizly,” “we,” “us” and “our” refer to Bizly, Inc.

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE YOU ACCESS OR USE THE APPLICATION OR PARTICIPATE IN OUR SERVICES. BY ACCESSING OR REGISTERING TO USE THE APPLICATION, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS, PLEASE DO NOT ACCESS OUR WEBSITE OR APPLICATION OR REGISTER TO PARTICIPATE IN OUR SERVICES.

**Your Agreement.** These Terms govern: (i) your use of the Application; (ii) Registered Users’ receipt of, and participation in, Bizly’ services offered through the Application, including those set out in the section entitled “Our Services; Overview” (collectively, the “Services“); (iii) Registered Users’ provision of content, including reviews, photographs, videos, or other information in connection with participating in our Services (“User Content“); and (iv) your use of information obtained through our website or the Application, including information,

software, artwork, text, video, audio, pictures, content, trademarks, trade dress and other intellectual property owned by Bizly or our licensors and made available to you through the Application or Services (collectively, the “Bizly Content“). Please read these Terms carefully; they impose legal obligations on you and on Bizly, and establish our legal relationship. By using the Services or accessing our website or Application, you are acknowledging that you have read and understood these Terms and agree to be legally bound by them.

While you can visit the website and review a range of information about Bizly, our Application and our Services without registering, to participate in the Services, we require that you become a Registered User. Registered Users are required to confirm their agreement to be bound by these Terms during the registration process (and from time to time as we may require) by clicking an “I Accept” or similar button.

Unless otherwise agreed to under a separate agreement, if you are agreeing to these Terms and our Privacy Policy on behalf of a company or other legal entity (“your Organization”), then (i) you represent and warrant that you have authority to act on behalf of, and to bind your Organization and (ii) for all purposes in these Terms and the Privacy Policy, the term “you” means your Organization on whose behalf you are acting.

**Obtaining a Password; Protecting Your Password.** Only Registered Users who have a valid password can reserve Venues through the Website. Registered Users must keep in mind that we will treat anyone who uses their user name and password as that user. We will provide this individual with all of the rights and privileges that we provide to that Registered User, and we will hold that Registered User responsible for the activities of a person using the Registered User’s password. We therefore recommend that Registered Users maintain their user name and password in confidence, and that they refrain from disclosing this information to anyone who might “pretend” to be that Registered User with respect to the Website and their participation in the Services. We also ask that Registered Users notify us immediately if they suspect that someone is using their user name and/or password in this or any inappropriate manner.

**Our Services; Overview.** The Application is designed to provide individuals and businesses with a convenient forum to (i) view information about Venues that are made available by third parties (each such third party, a “Supplier”) for short term rental; and (ii) reserve such Venues.

**Reservation and Charges.** Suppliers will list Venues, availability, pricing, taxes, and associated amenities through our Application. Bizly offers you the ability to confirm proposals with Venues through the Application. Where applicable, you may also have the ability to directly connect with Suppliers to discuss, negotiate, and reserve Venues through the Message Center. When you reserve a Venue through the Application, we facilitate your reservation with the Supplier (a “Reservation”), subject to the terms that apply to the Message Center. Without limiting the foregoing, each Reservation is subject to any occupancy limits, restrictions, details or policies provided by Supplier in the Application for the relevant Venue.

**Message Center.** When you reserve a Venue through the Message Center, you can use the shopping cart functionality in the Message Center to reserve your Venue and pay the Suppliers directly or optionally through Bizly’s third party payment processor (if available and as described further below). Bizly may (but is not obligated to) monitor any use of the Message Center, and Bizly may remove messages and other content that violate these Terms or any Supplier agreement, that Bizly deems inappropriate or where a third party makes a claim against Bizly related thereto or otherwise facilitate the reservation process. You are solely responsible for ensuring compliance with any laws, rules or regulations concerning electronic signatures, records or contracts in connection with your use of the Message Center. Any agreements entered into pursuant to the Message Center must be consistent with these Terms.

**Bizly Remote Administrator.** Bizly, with your approval, may act as a remote administrator on your account to perform such items as adding or deleting users, modifying user rights, adding or deleting documents, approving, modifying or canceling orders, producing reports or performing other functions on behalf of you.

**Your Agreement with Suppliers/Electronic Submissions.** Your use of the Application allows you the ability to enter into agreements and/or to make transactions electronically including with the Suppliers through the Message Center. You consent to executing agreements between you and Bizly and its vendors, and/or you and Suppliers by electronic means and receiving related documents or records electronically. You agree that any document or record which is transmitted or received by electronic transmission through this Application shall be treated in all manner and respects as an original written, signed document where sufficient indicia of acceptance exists. You agree that clicking on boxes or

buttons designated by language such as “I Accept”, “I Agree” or other similar language, as effective indicia of acceptance. Such indicia of acceptance shall be considered for these purposes as an original signature and any such electronic record it is attributed to shall be considered to have the same binding legal effect as an original written, signed document. You agree not to raise, and agree to waive, electronic transmission or electronic signatures as a defense to agreements entered into pursuant to your use of the Application or the Message Center. Under no circumstance shall Bizly have any obligations or liabilities with respect to your communications with the Supplier through the Message Center or any agreements you make with such Suppliers. It is your duty to read such Supplier contracts and policies carefully and enter into arrangements at your own risk.

**Special Requests & Incidental Charges.** When reserving a Venue, you will be able to submit special requests for the Supplier (a “Special Request”). In addition, you may submit Special Requests directly to the Supplier at any time at your discretion. Suppliers have sole discretion over whether to honor any of your Special Requests and Bizly shall have no liability or responsibility to you for a Supplier’s refusal to honor a Special Request. You are responsible for paying the Supplier directly for any upgrades or other incidental charges you incur, including as a result of Special Requests.

**Payment Processor.** All credit card information if applicable is currently processed and stored by Stripe, a third party payment processor, in accordance with its terms of service and privacy policies, which can be found at <https://stripe.com/us/privacy> and <https://stripe.com/terms>.

**Taxes and Pricing.** We are not affiliated with the Suppliers or otherwise a co-vendor with the Suppliers. You are directly responsible for paying the Supplier for taxes including, without limitation, sales and use tax, occupancy tax, Venue tax, excise tax, value added tax and other taxes. Tax rates and the type of taxes vary greatly by location. In some cities, the tax may include government imposed service fees or other fees not paid directly to a taxing authority but still required by law. The amount paid to the Supplier for taxes may vary from the amount we estimate. By booking a Reservation through our payment system, you also pre-authorize us (and our payment processor) to charge your credit card for the full amount of any incidentals or similar charges that may be charged to us by the Supplier in connection with your Reservation.

**Deposits.** Suppliers may charge you for deposits, partial payments or full payments through the Message Center. Bizly may pre-authorize your credit card for the entire billing. The balance of the payment may be made by you directly to the Supplier manually on-site, before the event, or following the event. If payment is not completed directly, Bizly may charge your credit card for the full amount. You agree to forward to Bizly copies of any invoices, receipts or other similar documents evidencing any amounts spent or incurred in connection with your Reservations through the Application.

**User Representation and Warranty.** When you reserve a Venue through the Site, you are representing and warranting that any information you supply in connection with the Reservation is true, accurate and complete.

**User Check-In.** You must be at least eighteen (18) years old to use the Application and to book a Reservation, and you represent and warrant that you are such age. You may be required to provide valid identification upon check-in for a Reservation. If you are not eighteen (18) years old, your Reservation may be cancelled without refund or further obligation.

**Use of Property.** You and your employees, contractors, guests and invitees must act in a professional, respectful manner in connection with the Application and your Reservation. Unless otherwise approved by the Supplier, you may only use the Venue and corresponding property, and book Reservations, for professional or social gatherings. Unlawful, offensive, abusive, threatening, disrespectful or inappropriate conduct is prohibited and is subject to immediate removal without refund. Unlawful conduct may be reported to the appropriate authorities. You are responsible for any damage caused to the Venue or corresponding property, beyond ordinary wear and tear, as a result of the Reservation. Any use of the Venue and corresponding property by you is subject to any additional restrictions disclosed during the instant booking process or included in any custom order agreed through the Message Center.

Audio-visual equipment and other amenities may be provided by third-party vendors of the Supplier, subject to the details of the applicable Reservation. In the event you desire to bring your own vendor, you must provide adequate advance notice to the Supplier. The Supplier may approve or reject your request in its discretion. No physical signage is permitted unless pre-approved by the Supplier in advance. All equipment and other personal property of you

or your employees, contractors, guests or invitees must be removed from the Venue by the end time of the Reservation. Bizly and the Supplier are not liable for any such equipment or other personal property.

NO PERSON UNDER THE AGE OF TWENTY-ONE (21) MAY PURCHASE, POSSESS OR CONSUME ANY ALCOHOLIC BEVERAGE IN CONNECTION WITH ANY RESERVATION. You must take adequate measures to ensure this.

### **Reservation Issues.**

- **Supplier Cancellations.** If a Supplier informs you that it will not be able to honor a Reservation, please contact us at 646-530-8630 or contact us per the section entitled “Contact Us”. We will endeavor to work with you and the Supplier in an effort to provide you with alternative accommodations but cannot guarantee any such accommodation.
- **Your Cancellation of a Reservation.** If you reserve a Venue, you may cancel that Reservation in accordance with the Supplier’s policies and your agreement with such Supplier. In such case, Bizly will only charge fees on amounts charged by the Supplier unless otherwise otherwise agreed. If you cancel the Reservation after the cancellation cut-off time specified in the Supplier’s cancellation policy, no refunds or credits shall be due for the Reservation and you may be obligated to pay unpaid due amounts, subject to the applicable cancellation policy.
- **Venue Descriptions.** Bizly attempts to provide, but does not guarantee, accurate descriptions of the Venues that are made available by Suppliers for reservation through the Site.
- **Charges for Damage.** If you cause damage to a Venue, you acknowledge that the Supplier may in its sole discretion decide to charge your credit card in compensation for the cost of repairs to the Venue. Despite our provision of this information to Supplier, you acknowledge in accordance with section entitled “User Disputes” that Bizly is in no way responsible or liable in connection with your dispute with a Supplier over Venue damage which shall be governed solely in accordance with Supplier’s policies and your agreement with such Supplier.

- **User Disputes.** You are solely responsible for your interaction with Suppliers and other Registered Users, both online or offline. The Suppliers are not agents or employees of Bizly and are solely responsible for providing the Venues. You are solely responsible for settling any overages, on-site charges and other disputes (including payment disputes) directly with the Supplier. In addition, we have no obligation to become involved in any disputes between you and other Registered Users or Suppliers. If you have a claim or dispute with one or more Registered Users or a Supplier, you release Bizly (and our officers, directors, agents, employees, subsidiaries and affiliates) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such claim or dispute.

**Ownership; Reservation of Rights.** The Application, Services, and associated Bizly Content are the proprietary property of Bizly and our licensors, and are protected by U.S. and international copyright and other intellectual property laws, or are used under the principles of fair use. You acknowledge Bizly has spent considerable time, resources and expenses to develop the Application, Services and Bizly Content. Bizly and our licensors retain all rights with respect to the Site, Services and Bizly Content except those expressly granted to you in these Terms. Any use of the Application, Services or Bizly Content is for your internal use only.

- *Grant of Rights to Site Visitors.* As a Site Visitor, subject to your compliance with these Terms, you are granted the right to access our website solely for your personal, non-commercial use. You may not (i) reserve a Venue through the website or Application; (ii) access, view, modify or otherwise use any portion of our website not made expressly accessible to you, or (iii) otherwise modify, copy, distribute or otherwise use the website, Application, Bizly Content or Services without registering.
- *Grant of Rights to Registered Users.* As a Registered User, subject to your compliance with these Terms, you are granted a limited, non-exclusive, non-transferable, worldwide right to access, execute, display, perform, and otherwise use the Application solely for you or your Organization's business purposes as made available by Bizly, provided that you shall not (i) license, sublicense, sell, resell, distribute or otherwise commercially exploit the Application, Bizly Content or the Services to any third party; (ii) modify or make derivative works based upon the Application, Bizly Content or Services; or (iii) reverse engineer, reverse compile, or access the

Application, Bizly Content or Services including without limitation, in order to build a competitive product or service. You may access and view certain password-protected areas of our website for use solely in conjunction with the Services and as provided in these Terms, and you may not otherwise modify, copy, distribute, or otherwise use the website, Application, Bizly Content or Services. For clarity, Bizly does not grant you any rights to share, sell, license, or reuse Bizly Content with other divisions, persons or entities outside the users authorized by Bizly. Any sharing, sale, license or reuse of reports, dashboards, metrics or other Bizly Content outside of the users authorized by Bizly is expressly prohibited.

- *Duration of Rights for Registered Users.* As a Registered User, you will continue to enjoy your rights under the section entitled “Grant of Rights to Registered Users” for as long as you are a Registered User, unless your password is revoked or suspended, as set out in the section entitled “Monitoring; Revocation or Suspension of Use Privileges”.
- *Grant of Rights to Bizly in User Content.* By submitting User Content for participation in our Services, you grant Bizly the perpetual, royalty-free worldwide, right and license to use, copy, reformat, index, modify, display and otherwise distribute and/or exploit your User Content for the purposes of providing our Services and for general marketing purposes. No compensation will be paid with respect to Bizly’ use of your User Content.
- *Registered User Comments/Feedback.* Our Application may allow Registered Users to provide comments or feedback regarding our Application and our Services. By providing comments/feedback, you grant us the perpetual, royalty-free worldwide, right and license to use your comments and feedback including without limitation, for the purposes of improving the Application and our Services.
- *Rights/Permissions You Must Have in Your Submitted Content.* In submitting User Content, you represent and warrant that you have sufficient authority and rights to post such User Content, and to provide the grant of rights to us.
- *Right to Decline Submitted Content.* We expressly reserve the right (but are under no obligation), to refuse to use, remove, or disable User Content that we conclude, in our sole discretion, violates these Terms or our Privacy Policy, or is incompatible with the purposes of the Application and our Services.

- Customer retains any and all rights it may possess to Customer Data provided by Customer to Bizly through the Bizly System or collected from others by Bizly on behalf of Customer. Such Customer Data will only be used by Bizly as reasonably required for providing Services as contemplated hereunder and in accordance with Bizly's Privacy Policy and all applicable data privacy laws and regulations laws (including the EU General Data Protection Regulation (GDPR) as and when it becomes enforceable on May 25, 2018). Both Bizly and Customer will comply in all material respects with the Data Privacy Policy and Rules, and will provide such help and cooperation as is reasonably necessary or requested to the other to comply with the same. For the avoidance of doubt, Customer is responsible for obtaining any legally required consents to process personal data, or to process and transfer data in compliance with any other legally permitted conditions for processing personal data.

**Sensitive Personal Information** Notwithstanding any provision to the contrary in this Agreement, you acknowledge and agree that use of the Bizly Services to transmit, process or store Sensitive Personal Information (as defined below) is unnecessary for use of the Services and therefore you shall be solely responsible for any such use of the Services by yourself or your employees, agents or subcontractors and Bizly shall bear no risk or liability for same. "Sensitive Personal Information" shall be defined as:

- Social security numbers;
- Passport numbers or other government issued id numbers, date of birth and/or gender, except solely to the extent required by applicable regulations of the Department of Homeland Security or other government regulatory body;
- Health or medical information (other than food allergies or medical contact information);
- Financial account information (other than payment information entered securely using Bizly's online payments service); and
- Other information which a reasonable person would recognize as being highly sensitive (but excluding, for avoidance of doubt, contact information such as name, mailing address, email address, and phone number).

**Code of Conduct.** As a condition to your use of the Application and the Services, you agree to follow our Code of Conduct, set out below. Under this Code, you will not:

- Upload, email or otherwise transmit any images or other User Content that is unlawful, obscene, harmful, hateful, invades the privacy of any third party, contains nudity or pornography or is otherwise objectionable.
- Disseminate materials that impact or invade the privacy of others, such as photographs, video clips, sound recordings, personally identifiable information, or other materials that reveal personal, private or sensitive information about another person, without that person's consent.
- Submit material that is intentionally false, defamatory, unlawfully threatening or unlawfully harassing.
- Infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy. Electronic materials – such as music, videos, games, images and text in electronic form – can easily be copied, modified and sent over networks (such as the internet). These electronic materials are thus extremely vulnerable to unauthorized distribution and copyright infringement. These materials may not be transmitted over the Application without the copyright owner's permission or without a legitimate "fair use" justification for the transmittal.
- Transmit materials that contain any viruses, Trojan horses, worms, time bombs, cancelbots or other computer-programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.
- Use the Application to artificially generate traffic or page links to a website or for any other purpose not expressly allowed under these Terms.
- Use the Application in a manner that could disable, overburden or impair the Application or Services or interfere with any other party's use and enjoyment of the Application and Services, such as through sending "spam."
- Use the Application to test or reverse engineer the Website in order to find limitations, vulnerabilities or to evade filtering capabilities.

- Seek to obtain access to any materials or information through “hacking”, “data harvesting” or through other means we have not intentionally made available to you through the Application.
- Use the Application for any purpose that is unlawful or prohibited by these Terms. For example, you will not use the Application to violate any law, statute or regulation (including, without limitation, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising).

**Monitoring; Revocation or Suspension of Use Privileges.** We reserve the right (but do not have the obligation) at any time to (a) monitor your use of the Application, and (b) terminate or suspend your use of some or all of the Application or Services if you engage in activities that we conclude, in our discretion, breach our Code of Conduct or otherwise violate these Terms or our Privacy Policy. Although we have no – and assume no – obligation to monitor activities on the Application (including the Message Center), please understand that we may employ filters designed to detect and block inappropriate content described in our Code of Conduct. We reserve the right to request edits to your submission, to refuse to post or to remove any information or materials, in whole or in part, that we believe, in our sole discretion, is incompatible with our Code of Conduct.

You should also understand that our Code of Conduct is based in many instances on principles of applicable law. Violations of our Code of Conduct accordingly may expose you to criminal charges, and civil liability to harmed parties for compensatory damages and attorney’s fees. Bizly reserves the right at all times to disclose information it deems necessary to satisfy any applicable law, regulation, legal process or governmental request, consistent with our Privacy Policy.

**Attrition.** Client agrees not to initiate a conversation with a Supplier or property using the Application and then subsequently attempt to book the transaction offline. On a best efforts basis, you agree to use Bizly to complete the transaction and inform Bizly if there is anything preventing you from utilizing the Application for the purposes of booking the meeting or event or if a Supplier or Client has requested you to conclude the transaction off-line.

**Links to Third-Party Sites.** The Application may contain links or produce search results that reference links to third party websites (collectively, “Linked Sites“). Bizly has no control over these Linked Sites or their content and does not assume responsibility or liability for

any content, opinions or materials available on Linked Sites. Bizly does not endorse the content of any Linked Site, nor does Bizly warrant that a Linked Site will be free of computer viruses or other harmful code that can impact your computer or other web-access device. By using the Application to search for or link to another site, you agree and understand that such use is at your own risk.

**Proprietary Content.** To the best of Bizly's knowledge, all material published by Bizly on its web pages and other media properties, are done in full agreement with the original copyright owners (be that Bizly or another party). If you come across a situation where you suspect that this may not be the case, in accordance with the Digital Millennium Copyright Act (DMCA), we ask that you contact:

**Bizly, Inc.**

ATTN: General Counsel

1350 Broadway, Suite 2202

New York, NY 10018

646-503-8630

[contact@bizly.com](mailto:contact@bizly.com)

You understand and agree that any third party data, content, materials or software (" **Third Party Content**") which may be published on the Bizly website or otherwise made available through the Services may be subject to third party licenses, that such licenses may be altered or revoked at any time by the applicable third party licensor, and that, provided there is no material reduction of functionality in the Bizly System, removal or alteration of Third Party Content shall not constitute a material breach of this Agreement.

**Warranty Disclaimer.** BIZLY DOES NOT PROMISE THAT THE APPLICATION OR SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT THE APPLICATION WILL PROVIDE SPECIFIC RESULTS FROM YOUR PARTICIPATION IN THE SERVICES OR YOUR USE OF ANY CONTENT, SEARCH OR LINK ON IT. THE APPLICATION AND ALL SERVICES AND CONTENT WITHIN IT ARE DELIVERED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WHEN YOU ACCESS THE APPLICATION, YOU DO SO AT YOUR OWN RISK. BIZLY DOES NOT REPRESENT OR WARRANT THAT MATERIALS YOU DOWNLOAD FROM THE BIZLY APPLICATION WILL BE FREE OF VIRUSES OR OTHER HARMFUL FEATURES. BIZLY DISCLAIMS (i) ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE; (ii) ANY RESPONSIBILITY OR LIABILITY FOR THE ACCURACY, CONTENT, COMPLETENESS OR LEGALITY OF INFORMATION OR MATERIALS AVAILABLE THROUGH THE APPLICATION; AND (iii) ANY RESPONSIBILITY OR LIABILITY FOR HARM RESULTING FROM DOWNLOADING OR ACCESSING INFORMATION OR MATERIALS THROUGH THE APPLICATION, INCLUDING HARM CAUSED BY VIRUSES OR SIMILAR DESTRUCTIVE FEATURES. YOU EXPRESSLY AGREE THAT USE OF THE BIZLY APPLICATION AND RELATED SERVICES AND CONTENT IS AT YOUR SOLE RISK. BIZLY IS NOT A PARTY TO ANY ORDERS OR AGREEMENTS ENTERED INTO BETWEEN YOU AND SUPPLIERS, NOR IS BIZLY AN INSURER OR REAL ESTATE AGENT. BIZLY HAS NO CONTROL OVER OR LIABILITY FOR ANY SUPPLIER PROPERTIES OR OFFERINGS, INCLUDING THE LEGALITY, QUALITY, SUITABILITY, SAFETY OR CONDITION THEREOF.

**No Association or Affiliation.** Bizly may offer a directory service through the Application. ACCORDINGLY, THE USE OR DISPLAY OF ANY LISTING, CONTENT OR OTHER MATERIALS REGARDING VENUES OR OTHER THIRD PARTIES ON THE APPLICATION DOES NOT IMPLY ANY PARTNERSHIP, ENDORSEMENT, SPONSORSHIP OR OTHER ASSOCIATION OR AFFILIATION BETWEEN BIZLY AND SUCH THIRD PARTY. IN THE EVENT BIZLY DOES NOT HAVE A SIGNED SUPPLIER AGREEMENT WITH A SUPPLIER IN ANY DIRECTORY LISTING, IT MAY USE ITS CONCIERGE SERVICE TO HELP BOOK THE EVENT. IN SUCH CASE, THE BOOKING DETAILS AGREED BETWEEN YOU AND THE APPLICABLE SUPPLIER WILL BE TREATED AS A CUSTOM ORDER HEREUNDER AND OTHERWISE FULLY SUBJECT TO THE TERMS AND CONDITIONS HEREIN.

**Indemnity.** You agree to defend, indemnify and hold Bizly and its subsidiaries, affiliates, officers, directors, agents and employees harmless from any liability to third parties, including reasonable attorneys' fees, arising from or related to your breach of these Terms.

**Limitation of Liability.** UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO, BREACH OF CONTRACT, TORT OR NEGLIGENCE, WILL BIZLY BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) THAT ARISE OUT OF OR ARE RELATED TO YOUR USE OF THE APPLICATION, SERVICES AND BIZLY CONTENT.

**Contact for Alleged Copyright Infringement.** Bizly respects the intellectual property rights of others and requires that its users do the same. If you believe that content on the

Application or other activity taking place on the Application constitutes infringement of a work protected by copyright or otherwise, please contact us at support@bizly.com.

**Assignment.** These Terms shall not be assignable by you, either in whole or in part, and any attempt to do so is void. Bizly reserves the right to assign its rights and obligations under these Terms.

**General.** These Terms shall be governed in all respects by the laws of the state of New York without giving effect to its conflicts of law provisions. Both parties submit to the personal jurisdiction of and venue in the state and federal courts in the state of New York in the judicial district where Bizly has its principal place of business. The parties further agree that any cause of action arising under these Terms or our Privacy Policy shall exclusively be brought in such courts. If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Headings are for reference purposes only and in no way define, limit, construe, or describe the scope or extent of such section. Bizly' failure to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches. This agreement and the terms and conditions contained herein set forth the entire understanding and agreement between Bizly and you with respect to the subject matter hereof and supersede any prior or contemporaneous understanding, whether written or oral. These Terms do not create a partnership, joint venture or fiduciary relationship with Bizly or any Supplier. Bizly must approve any media releases, promotional materials or other publicity relating to these Terms. The Supplier must approve any uses of its trademarks for promotional purposes or any materials that claim any partnership, endorsement, sponsorship, association or affiliation with the Supplier.

**Survival.** The following provisions shall survive the termination of these Terms and shall apply indefinitely: (i) Ownership; Reservation of Rights; (ii) Electronic Communications; (iii) User Disputes; (iv) Warranty Disclaimer; (v) Limitation of Liability; (vi) Indemnity; (vii) Assignment; (viii) General; and (ix) Survival.

**Relationship to Privacy Policy and Other Contracts.** We may modify and change these Terms over time. We will not “retroactively” change these Terms, and any modifications we make shall take effect proactively, once you next access the Application. Please feel free to print out a copy of the current Terms for your records. These Terms must be read in

conjunction (i) with other agreements into which you may enter concerning the Application or Bizly's services, and (ii) with our Privacy Policy. The provisions of our Privacy Policy are incorporated herein. To the extent these Terms conflict with the terms of our Privacy Policy, the terms of our Privacy Policy shall control. Similarly to the extent these Terms conflict with the terms and conditions of any specific agreement you enter with us, the terms and conditions of such specific agreement will control. If you are a resident of the European Union ("EU"), United Kingdom, Lichtenstein, Norway, or Iceland, you may have additional rights under the EU General Data Protection Regulation (the "GDPR") with respect to your Personal Data, as outlined below. If you have any questions about this Privacy Policy or whether any of the following applies to you, please contact us at [privacy@bizly.com](mailto:privacy@bizly.com).