**WEBSITE TERMS OF USE**

This website, located at www.biz-engine.com (this “**Website**”), is owned and operated by Business Engine Partners, LLC, (“**BEP**” “**we**,” “**our**” or “**us**,” as appropriate). By viewing or accessing the Website or signing up and creating your account on this Website, you agree to be legally bound by and comply with this Website Terms of Use (“**Agreement**”). This Agreement is between us and any party accessing or using this Website for any reason (“**you**,” “**your**” or “**user**”).

Read this Agreement carefully. Checking the acceptance box at signup, or otherwise registering for this Website or accessing or using this Website confirms your acceptance to this Agreement. **IF YOU ARE NOT WILLING TO BE BOUND BY THIS AGREEMENT, DO NOT COMPLETE YOUR REGISTRATION FOR THIS WEBSITE OR OTHERWISE USE OR ACCESS THIS WEBSITE.**

In addition to this Agreement, the BEP Privacy Policy, available at **[Hyperlink to Policy]** (“**Privacy Policy**”), governs the collection and use of any personal information submitted to this Website by users. The Privacy Policy is hereby incorporated into this Agreement by reference. If you do not agree to the terms of the Privacy Policy, do not access or use this Website.

BEP may, without notice to you, at any time amend this Agreement and/or our Privacy Policy. Your continued use of this Website will be considered acceptance of any amended version of this Agreement and/or our Privacy Policy.

**LIMITED LICENSE AND WEBSITE ACCESS; ALL RIGHTS RESERVED**

All information, data, specifications, text, communications, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork, computer code, software, and any other content contained in this Website (individually and collectively, “**Content**”), in addition to any products, features or services (including software-as-a-service) offered on or in connection with this Website (“**Products and** **Services**”) are owned or controlled by, or licensed to us. The Content is protected by trade dress, copyright, patent, and trademark laws, and various other intellectual property rights (individually and collectively, “**IP Rights**”).

Subject to the terms and conditions of this Agreement and your continued compliance with this Agreement, we hereby grant you a non-exclusive, non-transferable, non-sublicensable, revocable and limited license to access and use this Website and the Content only for personal purposes in accordance with all applicable laws, rules and regulations, this Agreement and any of our policies and not for anyone else. This license does not include any right for, and you shall not engage in any activity relating to, the resale of this Website or the Content; any derivative use of this Website or the Content; any use of data mining, robots, or similar data gathering and extraction tools; or any activity competitive to BEP or any of our licensors. Certain features of this Website may allow you to download information or materials from this Website and print out a hard copy for internal business purposes, provided that you keep intact and do not remove or alter any copyright or other notice (e.g., trademark, patent) contained in such information or materials. Such downloadable and/or printable information or materials constitutes Content under this Agreement and is subject to the terms and conditions herein.

Except as otherwise expressly stated herein, you shall not alter, modify, copy, distribute (for compensation or otherwise), transmit, display, perform, reproduce, reuse, post, publish, license, frame, download, store for subsequent use, create derivative works from, transfer, sell or resell any Content, in whole or in part, in any manner, without the prior written authorization of BEP or any applicable third party supplier, owner or authorized agent. The use of Content by you, or anyone else authorized by you, is prohibited unless specifically permitted by us. We and/or the respective third-party owners of Content, as applicable, retain all right, title, and interest in this Website and any Content offered on this Website, including any and all IP Rights in any of the foregoing.

**OWNERSHIP OF INFORMATION SUBMITTED VIA THIS WEBSITE**

All information and content you submit or transit to us via this Website, whether by direct entry, submission, e-mail or otherwise, including data, questions, information, posts, discussions, documents, links, images, video, comments, or suggestions (collectively, “**Contributions**”) will become the property of BEP upon such submission or transmission, and you hereby irrevocably and unconditionally assign to us all IP Rights and other proprietary rights in and to such Contributions automatically upon submission or transmission to this Website or to BEP.

Subject to the terms of the Privacy Policy with respect to your personal information, any Contributions may be used by us for any purpose, including, without limitation, aggregation, reporting, reproduction, solicitations, disclosure, transmission, publication, broadcast, and posting.

If any Contributions cannot be assigned to us due to applicable laws, you hereby unconditionally and irrevocably grant to us, without further consideration, an unqualified, unrestricted, unconditional, unlimited, exclusive, worldwide, irrevocable, perpetual, royalty-free, fully paid-up, transferable, sublicensable license in and to the Contributions, including all IP Rights and other proprietary rights therein, for us to copy, distribute, reproduce, display, modify, transmit, use and create derivative works of the Contributions, and to make, have made, use, sell, offer for sale, and import any products or services or otherwise exploit the Contributions for any purpose whatsoever, in all cases without accounting, notification, credit or other obligation to you. Once a Contribution is submitted, you will have no right to prohibit, restrict, revoke or terminate any of the rights granted to us. You are not entitled to and you will not receive any compensation or other consideration for Contributions or any use thereof, whether in whole or in part. You understand and agree that any use of Contributions by us will not require any prior consent or approval prior to use.

You hereby releasE BEP from any and all claims of any rights, encumbrances, liens, claims, demands, actions or suits that you may or can have in connection with Contributions, including, without limitation, any and all liability for any use or nonuse of Contributions, claims for defamation, libel, slander, invasion of privacy, right of publicity, emotional distress or economic loss.

Subject to the terms of our Privacy Policy with respect to your personal information, you acknowledge and agree that any Contribution you submit via the Website may become public information and it shall be deemed to be provided on a non-confidential basis. Additionally, by using the Website, you acknowledge and agree that Internet transmissions are never completely private or secure. You understand that any message or information you send to the Website may be read or intercepted by others, even if there is a special notice that a particular transmission (for example, credit card information) is encrypted. You should always use caution when submitting personal identifiable information about yourself or third parties in any online medium. We are under no obligations to use Contributions and may remove any such Contribution at any time at our sole discretion. Material you submit must be your own or work to which you have permission to sublicense. You represent and warrant that you own or otherwise have permission to submit Contributions and grant BEP the rights described above.

**Rules of Conduct for Users**

We have the right but not the obligation to supervise, review and remove Contributions (defined above) as we deem necessary, in our sole discretion: (i) to enforce this Agreement; (ii) for any reason; or (iii) for no reason at all; provided, however, that in no event will BEP have any obligation or liability to you for failure to do so or for doing so in any particular manner.

By accepting this Agreement, you shall not, and shall not cause or permit anyone else to, upload, submit, or otherwise transmit or attempt any Contributions (defined below) that:

(i) are unlawful, defamatory, scandalous, vulgar or obscene, indecent, pornographic, sexually explicit or suggestive, racially, culturally, or ethnically offensive, harmful, harassing, abusive or otherwise improper or discriminatory;

(ii) infringe, violate or misappropriate the intellectual property or other proprietary rights, rights of publicity or privacy or any other rights of BEP, or of any other person, firm or enterprise, whether arising under the jurisdiction of the United States or under any other local foreign laws;

(iii) contain viruses or other harmful, disruptive, or malicious computer code that interfere with the normal operation of the Website, including any transmission of junk e-mail, chain letters, duplicative or unsolicited messages, surveys, contents, pyramid schemes, or so-called “spamming” and “phishing”;

(iv) cause harm, harass anyone or which may prevent, prohibit, inhibit, restrict or otherwise impair others from using or enjoying the Website;

(v) affect BEP adversely or reflect negatively on BEP, any of its goodwill, name or reputation, or cause duress, distress or discomfort to any of us or anyone else, or discourage any person, firm or enterprise from using all or any portion, feature or function of the Website, or from advertising, linking or becoming a supplier or tenant to any of us in connection with the Website; or

(vi) create a false identity or account for any purpose.

You agree that you will not use any robot, bot, spider, or other automatic or manual device or process to monitor, post or copy any pages on the Website.

**THIRD PARTY CONTENT**

We have no editorial control or responsibility over any goods, products, services, content, information, data, materials or views provided by third parties or users. Therefore, any opinions, statements, goods, products, services or other information expressed or made available by third parties or other users on this Website are those of such third parties or other users, respectively. We do not represent or endorse the accuracy or reliability of any opinion, statement, or other information provided by any third party or user.

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This Website may contain links to third-party websites not under our control or operation (each, a “**Third Party Site**”). We provide links only as a convenience, and we do not endorse nor are we responsible for the contents of any linked website or any website linked to or from a linked website. In no event does BEP accept any liability for any information, products, advertisements, content, services or software accessible through any Third Party Sites or for any action or inaction you take or fail to take as a result of linking to any such website. We are under no obligation to maintain any link on this Website and may remove a link at any time in our sole discretion for any reason whatsoever.

In no event will we be responsible or liable for, directly or indirectly, and you hereby fully release BEP, its affiliates, and each of their respective directors, officers, employees, representatives, agents, successors and assigns from, any damages or losses caused or alleged to be caused by or in connection with the use of or reliance on any content, products, services or other materials available on or through any Third Party Site. Any such websites are likely to set forth specific terms of use and privacy policies that you should review. We are not responsible for the privacy practices of any other websites.

**EXPORT CONTROL**

You shall comply with all United States export control laws and executive orders in your access and use of this Website and the Products and Services. Without limiting the foregoing, you will not export or re-export any personal computer system, part, technical data or sub-elements of this Website or Agreement, directly or indirectly, to any destinations prohibited by the United States Government, including but not limited to Iran, Iraq, Cuba, North Korea, Syria, Sudan and Zimbabwe. The term “technical data” in this context, means such data as are defined as technical data by applicable United States export regulations. You shall also comply with all non-United States export control laws and executive orders in your access and use of this Website and the Products and Services.

**Representations and Warranties**

You represent and warrant to us that (i) your access and use of the Website conforms to the requirements and restrictions set forth in this Agreement and complies with all applicable laws, rules and regulations, and (ii) with respect to the Contributions that you upload, submit, or otherwise transmit to us or to this Website, you have all the necessary rights, title, and interest therein to grant to us the rights and licenses described herein.

**DISCLAIMER**

THIS WEBSITE IS PROVIDED “AS-IS” WITHOUT ANY WARRANTY. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT WITH RESPECT TO ANY WARRANTY FOR PRODUCTS AND SERVICES, TO THE MAXIMUM EXTENT PERMITTED BY LAW, BEP, ITS AFFILIATES AND EACH OF THEIR SUPPLIERS AND LICENSORS EXPRESSLY DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED OR STATUTORY), INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THIS WEBSITE, THE PRODUCTS AND SERVICES AND OTHERWISE, UNLESS OTHERWISE EXPRESSLY PROVIDED TO YOU IN WRITING BY US. WITHOUT LIMITING THE FOREGOING, BEP AND ITS SUPPLIERS AND LICENSORS DO NOT PROMISE OR WARRANT TO YOU THAT ANY ASPECT OF THE WEBSITE WILL WORK PROPERLY, OPERATE ERROR-FREE, OR WILL BE AVAILABLE CONTINUOUSLY. THE AVAILABILITY, APPEARANCE OR YOUR USE OF ANY URLS OR HYPERLINKS REFERENCED OR INCLUDED ANYWHERE ON THIS WEBSITE OR ANY OTHER FORM OF LINK RE-DIRECTION OF YOUR CONNECTION TO, WITH OR THROUGH THIS WEBSITE, DO NOT CONSTITUTE AN ENDORSEMENT BY, NOR DO THEY INCUR ANY OBLIGATION, RESPONSIBILITY OR LIABILITY ON THE PART OF THIS WEBSITE OR BEP, ANY OF ITS AFFILIATES, AND EACH OF THEIR SUCCESSORS AND ASSIGNS. BEP DOES NOT VERIFY, ENDORSE OR HAS ANY RESPONSIBILITY FOR ANY SUCH THIRD PARTY SITES, THEIR BUSINESS PRACTICES (INCLUDING THEIR PRIVACY POLICIES), OR ANY GOODS OR SERVICES ASSOCIATED WITH OR OBTAINED IN CONNECTION WITH SUCH SITES, WHETHER ANY OF THE WEBSITE’S OR ANY OF OUR MARKS OR SPONSORSHIP IDENTIFICATION IS ON THE THIRD PARTY SITE AS PART OF A CO-BRANDING OR PROMOTIONAL ARRANGEMENT, OR OTHERWISE. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THIS WEBSITE IS DONE AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD AND USE OF ANY SUCH CONTENT. THE CONTENT, PRODUCTS AND/OR SERVICES ON OR THROUGH THE WEBSITE MAY BE OUT OF DATE, AND NEITHER WE NOR ANY OF OUR AFFILIATES MAKE ANY COMMITMENT OR ASSUME ANY DUTY TO UPDATE SUCH CONTENT AND/OR PRODUCTS AND SERVICES.

**INDEMNIFICATION**

You shall defend, indemnify and hold BEP, its affiliates, and each of their respective shareholders, officers, directors, agents, employees and representative and licensors (each, an “**Indemnitee**”) harmless from and against any losses, damages, liabilities, judgments, awards, penalties, interest, fines, costs, fees or expenses of whatever kind (including reasonable attorneys’ and professional fees), incurred by any Indemnitee arising out of or resulting from any claim, demand, suit, action, allegation, or any other proceeding arising from or relating to: (i) your use of and access to the Website; (ii) any Contributions you submit, post, transmit or otherwise make available via this Website; (iii) your violation of this Agreement; (iv) your access to or use of any Third Party Site; and (v) any dealings between you and any third parties (including other users) relating to this Website. This indemnification obligation will survive the termination of your BEP account and this Agreement.

**LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL WE, OUR AFFILIATES OR EITHER OF OUR SUPPLIERS OR LICENSORS (A) BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), HOWEVER ARISING (INCLUDING NEGLIGENCE), AND (B) BE LIABLE TO YOU FOR ANY CLAIMS ARISING FROM OR RELATING TO YOUR USE OF THIS WEBSITE IN ANY AMOUNT. YOU ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS OF LIABILITY, DISCLAIMERS OF WARRANTIES AND LIMITED REMEDIES SET FORTH HEREIN REPRESENT AN INSEPARABLE ALLOCATION OF RISK (INCLUDING, WITHOUT LIMITATION, IN THE EVENT OF A TOTAL, PARTIAL AND/OR FUNDAMENTAL BREACH OF THIS AGREEMENT) THAT IS AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

**Termination**

If you breach this Agreement, BEP may remove your Contributions. If you post inappropriate, offensive or illegal Content, or otherwise engage in disruptive behavior, BEP may use information available about you to stop such posts or behavior or to inform relevant third parties and/or law enforcement authorities of such infringement. Repeated violations may result in suspension of your account.

In addition to the foregoing, we may terminate, disable and/or deny your access to or use of this Website, including any Content and Products and Services available through this Website for any reason or for no reason, including without limitation, if we believe that you have violated or acted inconsistently with this Agreement. We may also modify or discontinue providing this Website or any part of this Website with or without cause and with or without notice. We may use any technological, legal, operational or other means available to us to enforce the provisions of this Agreement, including, without limitation, blocking specific IP addresses or deactivating your registration on the Website. We will not be liable to you or to any third party for any termination of your access to or use of this Website or for any modification to or termination of this Website.

**VOID WHERE PROHIBITED**

BEP administers and operates its Website from its location in Dallas Texas USA. Although the Website is accessible worldwide, not all features, products or services discussed, referenced, provided or offered through or on the Website are available to all persons or in all geographic locations, or appropriate or available for use outside the United States. BEP reserves the right to limit, in its sole discretion, the provision and quantity of any feature, product or service to any person or geographic area. Any offer for any feature, product or service made on the Website is void where prohibited. If you choose to access the Site from outside the United States, you do so on your own initiative and you are solely responsible for complying with applicable local laws. The parties confirm that this Agreement and all related documentation is and will be in the English language.

**Notices**

Any notices to you from us regarding the Website or this Agreement will be posted on this Website or made by e-mail or regular mail as we determine, in our sole discretion.

**COMMUNICATIONS FROM BEP**

By using this Website, you agree to receive certain communications from BEP about this Website and/or our products and services. Examples include system automated emails, direct emails from the website management team, in-system private messaging, BEP.

**Entire Agreement**

This Agreement, the Privacy Policy, and other policies we may post on this Website constitute the entire agreement between us and you in connection with the subject matter hereof, and supersede any prior and contemporaneous oral, written or electronic agreements between us and you regarding the subject matter hereof, including but not limited to prior versions of this Agreement.

**Governing Law; Venue**

This Website is controlled and operated by BEP from its offices in Dallas, Texas, United States. BEP makes no representation that materials on this Site are appropriate for use outside of the United States. If you choose to access this Website from other locations, you do so at their own risk and are solely responsible for compliance with applicable local laws. All claims relating to, and the use of, this Website is governed by and will be interpreted under the laws of the State of Texas without regard to the conflict of laws rules thereof. The parties specifically exclude and opt out of the United Nations Convention on Contracts for the International Sale of Goods. You hereby waive the requirement of formal service of process for any action or claim brought in connection with any transaction contemplated under this Agreement and agree to be served by express courier at your principal place of business. You covenant that the transaction(s) contemplated by this Agreement is commercial in nature and expressly and irrevocably waives any claim of sovereign immunity for itself and its assets in connection with any proceeding to enforce BEP’s rights thereunder and hereunder, including, without limitation, immunity from the jurisdiction of the courts of Texas or the United States, immunity from service of process, and immunity of any of its assets from pre- or post-judgment attachment or execution. You specifically acknowledge and agree that the Uniform Computer Information Transactions Act does not apply to this Agreement. If any provision or provisions of this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Further, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as part of this Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

You agree that the statute of limitations for any claim against BEP shall be one (1) year from when the claim first arose, and any claim(s) not brought within such one (1) year period of time shall be deemed waived.

Any claim, dispute, or controversy (“**Claim**”) arising out of or relating to this Agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association (“**AAA**”), under the AAA Consumer Rules in effect at the time the Claim is filed (“**AAA Rules**”) in Dallas, Texas, United States of America. The arbitrator’s decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator’s award; any such suit may be brought only in Federal District Court or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability, or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled “**Class Action Waiver**” immediately below.

Any Claim must be brought in the respective party’s individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding (“**Class Action**”). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a Federal Court located in Dallas County, Texas and not by an arbitrator. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.

**No Agency Relationship**

You and each of BEP are independent contractors for all purposes related to this Website and this Agreement. Nothing contained in this Agreement or the Privacy Policy shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties. Neither party shall have authority to contract for or bind the other party in any manner whatsoever.

**Remedies**

You agree that any violation, or threatened violation, by you of this Agreement constitutes an unlawful and unfair business practice that will cause us irreparable and unquantifiable harm. You also agree that monetary damages would be inadequate for such harm and hereby consent to our obtaining any injunctive or equitable relief that we deem necessary or appropriate. These remedies are in addition to any other remedies we may have at law or in equity.

**Miscellaneous**

If any portion of this Agreement is deemed unenforceable, that portion will be enforced to the maximum extent possible so as to effectuate the intent of the parties as reflected by that provision, and the remaining portions of this Agreement will be given full effect. BEP’s failure to act in a particular circumstance, including any failure by us to enforce or exercise any provision of this Agreement, does not waive the ability to act with respect to that circumstance or similar circumstances in the future. We will be excused for any failure to perform to the extent that its performance is prevented by any reason outside of our reasonable control. We may assign our rights and obligations under this Agreement to an entity that acquires all or substantially all of either of our assets or to any subsidiary or successor in a merger or acquisition involving BEP, including by operation of law.

**CONTACTING US**

If you have any questions about this Agreement, the practices of this Website, or your dealings with this Website, please contact us at:

Business Engine Partners LLC

7815 Hanover Street

Dallas, Texas, 75225 USA

ATTN: Legal Department

This Agreement was last updated October 7, 2024

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