



## Terms & Conditions of Service

**Last Updated: March 21, 2016**

BizON Incorporated (“we”, “us” and terms of similar meaning) provides this web site and the services provided by or through this web site to you subject to these terms and conditions of use (these “Terms”).

In these terms we call this web site, any successor web sites (together, the “Site” or “Community”) and the software we provide the “Application”. The Application includes (i) your use of the BizON community, and the use of the BizON by third parties authorized through your BizON account to use your User Content (as defined below) through the BizON community, and (ii) your use of BizON software or services provided by third parties through The BizON community for use with the Application (in these Terms we call these third party software or services “Add-ons”). We refer to the services provided by the Application as the “Services”.

Please read these Terms carefully before using the Services. By accessing or using the Services you agree to be legally bound by these Terms and all terms, policies and guidelines incorporated by reference in these Terms. If you do not agree with these Terms in their entirety, you may not use the Services.

The Services are not intended to be used by children. You must be at least of the age of majority to use the Services.

In these Terms, our customers who are given access to their BizON account are called “Members”, and our customers’ customers who use the Services (for example, an accountant, realtor, business broker or lawyer) are called “Customers”. In these Terms users of the Services, whether they are Members, Customers or casual browsers of the Site, are called “Users”.

BizON reserves the right to change or modify any of the terms and conditions contained in these Terms, or any policy or guideline applicable to the Services, at any time and in its sole discretion. If we do so, we will notify you at the email address you provide in your registration information, if any. If you do not agree with the changes, you can cancel your account with us without further obligation, except for the amount due for the balance of the billing period in which you cancel your account (if your billing period is monthly, we will prorate your account to the nearest month-end after cancellation). Unless otherwise specified, any changes or modifications will be effective immediately. You should from time to time review the Terms and any policies and documents incorporated in them to understand the terms and conditions that apply to your use of the Services. The Terms will



always show the 'last updated' date at the top. If you do not agree to any amended Terms, you must stop using the Services. If you have any questions about the Terms, please email us at [support@mybizon.com](mailto:support@mybizon.com).

The Services are for your own use only. You may not resell, lease or provide them in any other way to anyone else, except as expressly permitted through the Application.

## **1. Privacy Policy**

Please refer to the BizON privacy policy, available at (the "Privacy Policy") for information on how BizON collects, uses and discloses personally identifiable information from its users. By using the Services you agree to our use, collection and disclosure of personally identifiable information in accordance with the Privacy Policy.

## **2. Registration Data; Account Security**

If you register for an account on the Services, you agree to (a) provide accurate, current and complete information as may be prompted by any registration forms on the Services ("Registration Data"); (b) maintain the security of your password; (c) maintain and promptly update the Registration Data, and any other information you provide to BizON, and to keep it accurate, current and complete; and (d) accept all risks of unauthorized access to the Registration Data and any other information you provide to BizON. You are responsible for all activity on your BizON account, and for all charges incurred by your BizON account.

## **3. Fees; Charges; Taxes**

The following are fees and any other charges for the use of the BizON marketplace. You have no obligations to use these services and the choice of which service to use is solely your decision. Here you go:

### Self Serve – Advertising Option

Minimum 3 month - \$150.00 CAD + tax, thereafter, \$50.00 CAD + tax per month.

### Full Serve – Brokerage Service

As an entrepreneur, business owner or franchise, this is a 12-month exclusive listing agreement. This service is a full brokerage service with applicable commission fees that are facilitated via a licensed broker. As a realtor or business broker you can engage in a co-operating brokerage deal, in which a split commission will be negotiated.



### Professional Services

Members can engage with our preferred partners and will be billed separately. This service is independent of the BizON marketplace.

### Valuation Services

Members can engage with our preferred Chartered Business Valuator and will be billed separately. This service is independent of the BizON marketplace.

Please note that all details of these terms will be finalized and agreed upon in person and are subject to change due to different circumstances. If we change them, we will give you at least 30 days' notice. If they do change, your continued use of the community or the Add-ons, as the case may be, after the change indicates your agreement with the new fees and charges after the effective date of the change. Any change to fees and other charges will not be applicable to the billing period in which the change occurs.

You are responsible for all taxes applicable to the fees and charges in any applicable jurisdiction.

## **4. Ownership, Copyright and Trademarks**

In these Terms the content available through the Services, including all information, data, logos, marks, designs, graphics, pictures, sound files, other files, and their selection and arrangement, is called "Content". Content provided by Users, whether they are Members, Customers or other Users, is called "User Content".

Other than the User Content, the Services, all Content and all software available on the Services or used to create and operate the Services is the property of BizON or its licensors, and is protected by Canadian and international copyright laws, and all rights to the Services, such Content and such software are expressly reserved. All trademarks, registered trademarks, product names and company names or logos mentioned in the Services are the property of their respective owners. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by BizON.

Your User Content is your responsibility. We have no responsibility or liability for it, or for any loss or damage your User Content may cause to you or other people. Although we have no obligation to do so, we have the absolute discretion to remove, screen or edit without notice any User Content posted or stored on the Services, and we may do this at any time and for any reason. You are solely responsible for maintaining copies of and replacing any



User Content you post or store on the Services. If you authorize third parties to access your User Content through the Services, including through the BizON marketplace or an Add-on, you agree that we are permitted to provide to them the User Content, and also agree that we have no responsibility or liability for their use of such User Content.

## 5. Use of Interactive Areas and the Services

The Services may include discussion forums, bulletin boards, review services or other forums in which you or third parties may post reviews or other content, messages, materials or other items on the Services (“Interactive Areas”). If BizON provides such Interactive Areas, you are solely responsible for your use of such Interactive Areas and use them at your own risk. User Content submitted to any public area of the Services will be considered non-confidential. You agree not to post, upload to, transmit, distribute, store, create or otherwise publish through the Services any of the following:

- Any message, data, information, text, music, sound, photos, graphics, code or other material that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable;
- Content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law;
- Content that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party;
- Content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity;
- Unsolicited promotions, political campaigning, advertising or solicitations;
- Private information of any third party, including, without limitation, addresses, phone numbers, email addresses and credit card numbers, unless that third party has expressly consented to such use;
- Viruses, corrupted data or other harmful, disruptive or destructive files;
- Content that is unrelated to the topic of the Interactive Area(s) in which such Content is posted; or
- Content that, in the sole judgment of BizON, is objectionable or which restricts or inhibits any other person from using or enjoying the Interactive Areas or the Services, or which may expose BizON or its affiliates or its users to any harm or liability of any type.

Finally, BizON has a “zero-tolerance” policy towards SPAM: you may not use the Interactive Areas or the Services generally to send commercial or other messages to any third-party if those messages are not solicited, authorized or welcomed by the third-party, and in your use of the Services you must comply with all applicable laws, including laws that apply in



any jurisdiction to SPAM and marketing practices, and with any applicable marketing association guidelines on ethical marketing practices.

Any use of the Interactive Areas or other portions of the Services in violation of the foregoing violates these Terms and may result in, among other things, termination or suspension of your rights to use the Interactive Areas and/or the Services.

## **6. Providing a Reliable and Secure Service**

If you have spent any time reviewing the Services, you will hopefully have noticed that we take reliability and security seriously. We put a great deal of effort into ensuring that our service operates all the time, and that it is a secure environment for your data. We use what we believe to be “best-of-class” hosting services and security technologies and services that we believe provide you with a secure and safe environment.

For example, to safeguard credit card information, BizON will be using PayPal.

However, no system is perfectly secure or reliable, the Internet is an inherently insecure medium, and the reliability of hosting services, Internet intermediaries, your Internet service provider, and other service providers cannot be assured. When you use BizON, you accept these risks, and the responsibility for choosing to use a technology that does not provide perfect security or reliability.

Finally, BizON provides the use of the Services with other services on the Internet. If a third party is authorized through your BizON account to have access to your User Content through the BizON community, we cannot control and are not responsible or liable for the third party’s use of your User Content.

## **7. No Responsibility for Third-Party Material**

The Site may contain links to third-party Web sites (“Third-Party Sites”) and third-party content (“Third-Party Content”) as a service to those interested in this information, including Add-ons, payment processors and other payment intermediaries that you may use in connection with your use of the Services. You use links to Third-Party Sites and any Third-Party Content or service provided there, at your own risk.

BizON makes no claim or representation regarding Third-Party Content or Third-Party Sites, and provides them or links to them only as a convenience. Inclusion in the Services of a link to a Third-Party Site or Third-Party Content does not imply BizON endorsement, adoption or sponsorship of, or affiliation with, such Third-Party Site or Third-Party Content. BizON accepts no responsibility for reviewing changes or updates to, or the quality, content, policies, nature or reliability of, Third-Party Content, Third-Party Sites, or Web sites linking



to the Services. When you leave the Services, our terms and policies no longer govern. You should review applicable terms and policies, including privacy and data gathering practices, of any Third-Party Site, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

The provider of each Add-on is solely responsible for that Add-on, the content therein, any warranties to the extent that such warranties have not been disclaimed, any training, support or maintenance for the Add-on, and any claims that you or any other party may have relating to that Add-on or your use of that Add-on. You acknowledge that you are purchasing the license to each Add-on from the provider of that Add-on; BizON is acting as agent for the provider in providing each such Add-on to you; BizON is not a party to the license between you and the provider with respect to that Add-on; and BizON is not responsible for that Add-on, the content therein, or any warranties or claims that you or any other party may have relating to that Add-on or your use of that Add-on.

You acknowledge and agree that BizON and its affiliates are third party beneficiaries of the End User License Agreement for each Add-on, and that, upon your acceptance of the terms and conditions of the license to any such Add-on, BizON will have the right (and will be deemed to have accepted the right) to enforce such license against you as a third party beneficiary thereof.

## **8. Advertisements and Promotions**

BizON may run advertisements and promotions from third parties on the Services. Your business dealings or correspondence with, or participation in promotions of, advertisers other than BizON, and any terms, conditions, warranties or representations associated with such dealings, are solely between you and such third party. BizON is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of third-party advertisers on the Services.

## **9. Warranty Disclaimer**

The Site, the Content, the Add-ons and the Services are provided to you on an “as is” basis without warranties from BizON of any kind, either express or implied. BizON expressly disclaims all other warranties, express or implied, including without limitation implied warranties of merchantability, fitness for a particular purpose, title and non-infringement. BizON does not represent or warrant that Site, the Content, the Add-ons or the Services are accurate, complete, reliable, current or error-free.

While BizON attempts to make your access to and use of the Services safe, BizON does not represent or warrant that the Site, the Content, the Add-ons or the Services are free of viruses or other harmful components.



## 10. Limitation of Liability; Indemnity

The Service Provider will, both during and following the term of this Agreement, indemnify and save harmless all the Directors of BizON Incorporated from all costs, losses, damages, judgments, claims, demands, suits, actions, complaints or other proceedings in any manner based upon, occasioned by or attributable to anything done or omitted to be done by the Service Provider, its directors, officers, employees, agents, subcontractors or volunteers in connection with services provided, purported to be provided or required to be provided by the Service Provider pursuant to this Agreement.

### Insurance

The Service Provider will obtain and maintain in full force and effect during the term of this Agreement, general liability insurance (the "Liability Insurance Policy") acceptable to the Directors of BizON Incorporated in an amount of not less than five million dollars (\$5,000,000.00) per occurrence in respect of the services provided pursuant to this agreement. Without limiting the generality of the foregoing, the Liability Insurance Policy shall:

- (a) be placed with a reputable insurer which is licensed to carry on business in Ontario and which is acceptable to the Directors of BizON Incorporated
- (b) include as an additional insured the Directors of BizON Incorporated and its representatives and employees;
- (c) include bodily injury, property damage, and personal liability coverage;
- (d) contain a separation of insured and cross-liability clause;
- (e) provide that it will not be cancelled or materially altered without at least sixty
- (f) (60) days prior written notice to the Directors of BizON Incorporated delivered to the Directors of BizON Incorporated principal residence address.

Within 10 days of the execution of this Agreement, the Service Provider is required to provide the Directors of BizON Incorporated with a certificate of insurance confirming that the Liability Insurance.

Policy is in force. Within 30 days of the execution of this Agreement, the Service Provider is required to provide the Directors of BizON Incorporated with a copy of the Liability Insurance Policy.

## 11. Communications

Notices that we give you (other than notice of amendment of these Terms, which is discussed in the introduction of these Terms) may be provided in any number of ways, depending on the circumstances. For example, we may email you or telephone you at the contact information you provide in your Registration Data. Or we may post a notice to





Members and Customers in the dashboard area of your account on the Site, or post the notice elsewhere on the Site. When we post notices on the Site, we post them in the area of the Site suitable to the notice. It is your responsibility to periodically review the Site for notices. BizON will also send emails that provide updates, reminders, connections and activity reports for the benefit of the member. If you wish to remove yourself from these notifications you can do so in your profile settings. However, there are a few auto emails that are necessary to the functionality of the BizON marketplace that you may not opt out of.

Subject to the Privacy Policy, if you send to BizON or post on the Site in any public area any information, ideas, inventions, concepts, techniques or know-how (“User Submissions”), for any purpose, including the developing, manufacturing and/or marketing of products or services incorporating such information, you acknowledge that BizON can use the User Submissions without acknowledgement or compensation to you, and you waive any claim of ownership or compensation or other rights you may have in relation to the User Submissions. We actively review User Submissions for new ideas. If you wish to preserve any interest you might have in your User Submissions, you should not post them to the Site or send them to us.

## **12. Applicable Law and Venue**

The Services are controlled by BizON and operated by it from its offices in Vaughan, Ontario. You and BizON both benefit from establishing a predictable legal environment in regard to the Services. Therefore, you and BizON explicitly agree that all disputes, claims or other matters arising from or relating to your use of the Site, the Content, the Add-ons or the Services will be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms.

Except where prohibited by applicable law, any claim, dispute or controversy (whether in contract or tort, pursuant to statute or regulation, or otherwise, and whether pre-existing, present or future) involving BizON and arising out of or relating to (a) these Terms; (b) the Site, the Content, the Add-ons or the Services; (c) oral or written statements, advertisements or promotions relating to these Terms or to the Site, the Content, the Add-ons or the Services; or (d) the relationships that result from these Terms or the Site, the Content, the Add-ons or the Services (collectively, a “Claim”), will be referred to and determined by a sole arbitrator (to the exclusion of the courts). Except where prohibited by applicable law, you waive any right you may have to commence or participate in any class action against BizON related to any Claim and, where applicable, you also agree to opt out of any class proceedings against BizON. If you have a Claim, you should give written notice to arbitrate at the address specified below. If we have a Claim, we will give you notice to arbitrate at your address provided in your Registration Data. Arbitration will be conducted by





one arbitrator pursuant to the commercial arbitration laws and rules in effect on the date of the notice in the Province of Ontario.

To the extent arbitration as described in the immediately preceding paragraph is prohibited by applicable law, you agree that all Claims will be heard and resolved in a court of competent subject matter jurisdiction located in Vaughan, Ontario. You consent to the personal jurisdiction of such courts over you, stipulate to the fairness and convenience of proceeding in such courts, and covenant not to assert any objection to proceeding in such courts.

If you choose to access the Services from locations other than Ontario, you will be responsible for compliance with all local laws of such other jurisdiction and you agree to indemnify BizON and the other Released Parties for your failure to comply with any such laws.

### **13. Inactive Accounts; Termination of Agreement**

If your account is inactive for at least two months, we may deactivate your account. Deactivated accounts are not deleted – they are placed in storage and can be restored. We will notify you by email if we decide to deactivate your account. If you know in advance that your account will be inactive at some time and don't want us to deactivate it, let us know in advance at [support@mybizon.com](mailto:support@mybizon.com). If after your account has been deactivated it stays inactive and we don't hear from you, we may terminate it at any time and without notice.

You and BizON may terminate your use of the Services including your agreement to these Terms at any time. If you terminate your use of the Services you must pay the fees applicable for the balance of the then current billing period (if your billing period is monthly, we will prorate your account to the nearest month-end after termination) including for any Add-ons you may be using. When your BizON account is terminated, your User Content will, shortly thereafter, not appear on the Services, except for User Content submitted to public areas of the Site such as the blog, forum, or product reviews, which may remain on the Site after termination. We may also retain an archival copy of your User Content after termination, and you hereby grant us a non-exclusive, perpetual, irrevocable license to maintain such archival copy for our internal business purposes.

If these Terms expire or terminate for any reason, Sections 4, 9, 10, 12, 13, 15, 17, and 18, and any representation or warranty you make in these Terms, shall survive indefinitely.

### **14. Miscellaneous**

If any provision of these Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall



not affect the validity and enforceability of any remaining provisions. BizON may assign any or all of its rights hereunder to any party without your consent. You are not permitted to assign any of your rights or obligations hereunder without the prior written consent of BizON, and any such attempted assignment will be void and unenforceable. These Terms constitute the entire agreement between you and BizON regarding your use of the Site, the Content, the Add-ons and the Services, and supersede all prior or contemporaneous communications whether electronic, oral or written between you and BizON regarding your use of them. The parties confirm that it is their wish that these Terms, as well as any other documents relating to this Terms, including notices, have been and shall be drawn up in the English language only. Les parties reconnaissent avoir convenue que la présente convention ainsi que tous documents, avis et procédures judiciaires qui pourront être exécutés, donnés ou intentés à la suite des présentes ou ayant un rapport, direct ou indirect, avec la présente convention soient rédigée en anglais.

## Questions?

It is our goal to make our privacy practices easy to understand. If you have questions, concerns or if you would like more detailed information please email us [support@mybizon.com](mailto:support@mybizon.com) or alternatively, please contact us by mail at:

BizON Support: Terms and Conditions of Service  
14-3650 Langstaff Road, Suite 368  
Vaughan, Ontario, Canada  
L4L 9A8