

# Terms & Conditions

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## OVERVIEW AND ACCEPTANCE OF TERMS

You agree that by using the Biz Credit Expert website and platform, Inc. ("BCE"), or accessing or using our Services and Website (as defined below), you represent to BIZ CREDIT EXPERT that you have read, understood, and expressly consent and agree to be bound by this Terms of Use Agreement, and the terms, conditions, and notices contained or referenced herein ("Agreement") whether you are a "Visitor" (which means that you simply browse or access a Website), or a "User" (which means that you have created an account with BCE, or enrolled or registered with this Website, or are accessing or using a Service).

At User's election, User may, from time to time, request, receive, and BIZ CREDIT EXPERT may provide, free services or services subject to a fee, whether a recurring fee or a one-time transactional fee (each a "Service"), and User's receipt and use of such Services shall, at all times be subject to this Agreement. The Term "Service" includes, but is not limited to, the provision of any of BCE's products and services, including business credit report(s), business credit risk score(s), personal credit report(s), personal credit risk score(s), personal credit monitoring, business credit monitoring, personal and business credit score monitoring and tracking (including all the data contained therein), the receipt of any alerts notifying you of changes contained in your consumer and/or business credit report(s), regardless of the manner in which you receive the Services, whether by email, through a website or mobile application, by telephone, or through any other mechanism by which the Service is delivered or provided to you. The term "you" or "User" refers to a visitor or User. For purposes of this Agreement, the terms "we," "us," or "BCE" refer to BIZ CREDIT EXPERT, LLC, and referred to as BIZ CREDIT EXPERT on the Website, its predecessors in interest, successors and assigns, and any of its third-party service providers (including, without limitation, cloud service providers and credit data providers) who BIZ CREDIT EXPERT uses in connection with the provision of the Services to you.

THE SERVICES AND WEBSITE ARE SUBJECT TO ALL TERMS AND CONDITIONS CONTAINED HEREIN AND ALL APPLICABLE LAWS AND REGULATIONS. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. YOUR ORDER OF, ACCEPTANCE OF, USE OF, AND/OR ACCESS TO, THE SERVICES AND WEBSITE CONSTITUTES YOUR AGREEMENT TO ABIDE BY EACH OF THE TERMS AND CONDITIONS SET FORTH HEREIN. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS OR CONDITIONS, DO NOT ORDER, USE OR ACCESS ANY SERVICES AND WEBSITE, OR ANY OF THE INFORMATION WITHIN THE SERVICES AND WEBSITE, DISCARD ANY INFORMATION YOU RECEIVED IMMEDIATELY AND CALL USER CARE TO CANCEL YOUR MEMBERSHIP.

### **PERMISSIBLE PURPOSE AND CONSENTS**

You understand and agree that, by establishing an account with BCE, or submitting or enrolling for any Service, you have provided "written instructions" that BIZ CREDIT EXPERT may, from time to time, provide additional products, services, features, and/or functionality to you.

This Agreement may be updated from time to time. Online Users should check this website regularly for updates to this Agreement and the included Terms and Conditions. Each time you order, access or use any of the Services and Website, you signify your acceptance and agreement, without limitation or qualification, to be bound by the then current Agreement and included Terms and Conditions.

Last Revision Date: 04/15/2018

### **GENERAL DESCRIPTION OF SERVICES**

The Services and Website are meant to provide you a means to review Business Credit building techniques, information and explanations for business finance and/or credit information for educational purposes only, and to manage if and to the extent you so choose, and may notify you of business credit opportunities and other products and services that may be available to you and your business entity through BIZ CREDIT EXPERT or through third parties (such as, among other things, advertisements or offers for available credit cards, loan options, business products or services, or credit related products or services and other offers to you and/or your business entity, the ability to track and collect

certain credit information specific to you and/or your business entity, including but not limited to, credit score, loan and credit card monthly payment, total amount and interest rates). The Services and Website are meant for you and your business's use only. The Services and Website may also provide you other third-party products or services. This includes receiving offers free of charge for various credit or other financial products or services based upon your self-identified credit attributes, the attributes of your business entity (and/or your consumer report and credit score and business entity's business credit report and score). These offers may also be generic and may not contain offers based on information specific to you or your business entity.

We will identify those Services that are provided to you free of charge. Some of the Services require a fee at the time of Service purchase or enrollment. By purchasing such Services and providing payment information, you represent that you are authorized to utilize the payment method presented and agree to pay the specified fee for paid Services, including any method offered or used through a mobile application. Furthermore, you agree and authorize BIZ CREDIT EXPERT to: submit a transaction using the card information provided.

You acknowledge and agree that BIZ CREDIT EXPERT (including its Services and/or Website) has not and does not provide you or your business entity, legal, tax, financial, or other advice (including, without limitation, advice on how to improve or repair your personal credit or credit scores), and that its Services and/or Website are not designed or intended to provide any such advice. As discussed above, and for your convenience, we may provide various other third-party Website that may be of interest to you. The third party offers or links that may be displayed on a Website are from third party companies from which BIZ CREDIT EXPERT may receive compensation. Compensation may impact how, where or whether a third-party product, service or link appears on a Website. Further, BIZ CREDIT EXPERT does not represent, warrant or guarantee approval of any loan offer or service offered by a third party on any Website or other benefit should you choose to apply for a particular offer. Any suggestion or representation of possible approval are for illustrative purposes only and may vary based on your individual and business entity's financial circumstances and the terms made available to you by the applicable issuer or lender. BIZ CREDIT EXPERT disclaims all liability for any errors or omissions in any express or implied suggestions or representations related to possible approvals or benefits made by BIZ

CREDIT EXPERT or its marketing partners. For complete information on any particular offer, see the terms and conditions on the issuer or lender's website. Once you click apply for any offers, you will be directed to the issuer or lender's website where you may review the terms and conditions of the applicable opportunity or offer before applying.

While BIZ CREDIT EXPERT uses reasonable efforts to present the most accurate information, we show a summary to help you choose a third-party service, not the full legal terms. BIZ CREDIT EXPERT does not control or endorse such Website and is not responsible for their content, nor is it responsible for the accuracy or reliability of any information, data, opinions, offers, advice, or statements contained within such Website, nor can BIZ CREDIT EXPERT guarantee your and/or your business entity's eligibility to take advantage of any of the information, data, opinions, offers, advice or statements contained within those Website. Please carefully read the Terms and Conditions or Terms of Use policies of any other third-party company or website you may link to from our Website. If you decide to access any of the third-party sites linked to the Website, you do so at your own risk. BIZ CREDIT EXPERT reserves the right to terminate any link or linking program at any time. BIZ CREDIT EXPERT disclaims all warranties, express and implied, as to the accuracy, validity, and legality or otherwise of any materials or information contained on such third-party Website.

## **MODIFICATION OF PRODUCTS**

BIZ CREDIT EXPERT may, at its discretion, modify or discontinue any of the Products, Product Website or Content, or any portion thereof, with or without notice. You agree that BIZ CREDIT EXPERT will not be liable to you, your minor children or any third party for any modification or discontinuance of any of the Products, Product Website or Content.

## **USE OF THE SERVICES**

In consideration of your order of, access to, and/or use of any Services and/or Website you agree to provide true, accurate, complete and current information about yourself and any business entity you are enrolling, or have enrolled, in any Service, when prompted to do so by the registration and application forms or when requested to do so by BCE. By registering, you certify that you are eighteen (18) years of age or older. If any information you provide is untrue, inaccurate or not current, or if BIZ CREDIT EXPERT has reasonable grounds to

suspect that such information is untrue, inaccurate or not current, BCE, at its sole discretion, has the right to suspend or terminate your order of, use of, and/or access to, any Service and/or Website, and refuse all current or future orders of, use of, and/or access to, Service and/or Website, or suspend or terminate any portion thereof. Further, you agree that BIZ CREDIT EXPERT will not be liable to you, any business entity you are or have enrolled, or any third party if BIZ CREDIT EXPERT suspends or terminates your order of, use of, or access to any Service and/or Website, or any portion thereof, for any reason. You acknowledge and agree that BIZ CREDIT EXPERT may, in its sole discretion, retain any information you provided to it or generated by BIZ CREDIT EXPERT (or its affiliates/suppliers, including but not limited to Experian, TransUnion and Dun & Bradstreet) while you have an account with BCE, including any information about you and any credit card or payment or other information obtained in connection with your account and/or the provision of any Service. If BIZ CREDIT EXPERT does retain any such information, you acknowledge it is not obligated to retain that information for any specified period of time.

**DISPUTE                      RESOLUTION                      BY                      BINDING                      ARBITRATION**  
**PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.**

**SUMMARY:**

MOST USER CONCERNS CAN BE RESOLVED QUICKLY AND TO THE USER'S SATISFACTION. IN THE UNLIKELY EVENT THAT BCE'S USER IS UNABLE TO RESOLVE A COMPLAINT YOU MAY HAVE TO YOUR SATISFACTION (OR IF BIZ CREDIT EXPERT HAS NOT BEEN ABLE TO RESOLVE A DISPUTE IT HAS WITH YOU AFTER ATTEMPTING TO DO SO INFORMALLY), WE EACH AGREE TO RESOLVE THOSE DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF IN COURTS OF GENERAL JURISDICTION TO THE FULLEST EXTENT PERMITTED BY LAW. ARBITRATION IS MORE INFORMAL THAN A LAWSUIT IN COURT. ARBITRATION USES A NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, ALLOWS FOR MORE LIMITED DISCOVERY THAN IN COURT, AND IS SUBJECT TO VERY LIMITED REVIEW BY COURTS. ARBITRATORS CAN AWARD THE SAME DAMAGES AND RELIEF THAT A COURT CAN AWARD. ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED. BIZ CREDIT EXPERT WILL PAY ALL COSTS OF ARBITRATION, NO MATTER WHO WINS, SO LONG AS YOUR

CLAIM IS NOT FRIVOLOUS. HOWEVER, IN ARBITRATION, BOTH YOU AND BIZ CREDIT EXPERT WILL BE ENTITLED TO RECOVER ATTORNEYS' FEES FROM THE OTHER PARTY TO THE SAME EXTENT AS YOU WOULD BE IN COURT.

**Arbitration Agreement:**

(a) BIZ CREDIT EXPERT and you agree to arbitrate all disputes and claims between us, except any disputes or claims which under governing law are not subject to arbitration. This agreement to arbitrate is intended to be broadly interpreted and to make all disputes and claims between us subject to arbitration to the fullest extent permitted by law. It includes, but is not limited to:

For purposes of this arbitration provision, references to "BCE," "you," and "us" shall include our respective parent entities, subsidiaries, affiliates, agents, employees, predecessors in interest, successors and assigns, Website of the foregoing, as well as all authorized or unauthorized users or beneficiaries of services, products or information under this or prior Agreements between us. Notwithstanding the foregoing, either party may bring an individual action in small claims court. You agree that, by entering into this Agreement, you and BIZ CREDIT EXPERT are each waiving the right to a trial by jury or to participate in a class action. This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this arbitration provision. This arbitration provision shall survive termination of this Agreement.

(b) A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to BIZ CREDIT EXPERT should be addressed to: Legal & Compliance, BCE, 1200 DINWIDDIE AVE RICHMOND, VA 23229-5830 ("Notice Address"). The Notice must describe the nature and basis of the claim or dispute and set forth the specific relief you seek from BIZ CREDIT EXPERT ("Demand"). If BIZ CREDIT EXPERT and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or BIZ CREDIT EXPERT may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by BIZ CREDIT EXPERT or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or BIZ CREDIT EXPERT is entitled.

(c) After BIZ CREDIT EXPERT receives notice at the Notice Address that you have commenced arbitration, (The filing fee currently is \$125 for claims under \$10,000 but is subject to change by the arbitration provider). The arbitration will be governed by the Business Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by writing to the Notice Address.

All issues are for the arbitrator to decide, including the scope and enforceability of this arbitration provision as well as the Agreement's other terms and conditions, and the arbitrator shall have exclusive authority to resolve any such dispute relating to the scope and enforceability of this arbitration provision or any other term of this Agreement including, but not limited to any claim that all or any part of this arbitration provision or Agreement is void or voidable. The arbitrator shall be bound by the terms of this Agreement. Unless BIZ CREDIT EXPERT and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address.

(d) The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees and expenses at any time during the proceeding or in the final award, pursuant to applicable law and the AAA Rules.

(e) Discovery and/or the exchange of non-privileged information relevant to the dispute will be governed by the AAA Rules.

(f) YOU AND BIZ CREDIT EXPERT AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and BIZ CREDIT EXPERT agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. If this specific subparagraph (f) is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

## **TERRITORIAL RESTRICTIONS**

The Services made available through the Website are intended for use by U.S. users only. We make no representation or warranties that the information, products or services provided through the Services or the Website are appropriate for access or use in other jurisdictions. Notwithstanding the above, we reserve the right to limit the availability of the Services or the provision of any Services to any person, geographic area, or jurisdiction, including within the United States, at any time and in our sole discretion.

## **SECURITY MEASURES AND AUTHENTICATION**

Because BIZ CREDIT EXPERT uses security measures designed to protect your privacy and to safeguard your information, BIZ CREDIT EXPERT may not always be able to successfully provide Products to you, including instant online delivery of your Business credit report for online Users. For example, for certain online Products, when the system is unable to authenticate you, you may be routed through a manual authentication process. In the event that you are routed through a manual authentication process, it is your responsibility to complete authentication so that you can gain access to your membership on the website. For certain products, BIZ CREDIT EXPERT cannot offer a manual authentication process and will be unable to fulfill your order if you fail online authentication one or more times

## **REVIEW AND RECEIPT OF PRIVACY NOTICE**

By establishing an account with BCE, or submitting your order for enrolling in any Service, you acknowledge receipt of our Privacy Policy, acknowledge that you have reviewed the Privacy Policy, and agree to be bound by its terms. The Privacy Policy can be accessed below.

## **NO WARRANTY BY BCE**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE PRODUCTS, PRODUCT WEBSITE AND CONTENT IS AT YOUR SOLE RISK. ALL PRODUCTS, PRODUCT WEBSITE AND CONTENT ARE PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS. BIZ CREDIT EXPERT AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES, GUARANTEES AND CONDITIONS OF ANY KIND WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. THE INFORMATION CONTAINED IN THE PRODUCTS, PRODUCT WEBSITE, CONTENT OR OTHER MATERIALS YOU MAY RECEIVE FROM BIZ CREDIT EXPERT DO NOT CONSTITUTE LEGAL, TAX, ACCOUNTING OR OTHER PROFESSIONAL ADVICE. OTHER THAN TO THE EXTENT MADE IN WITHIN THESE TERMS AND CONDITIONS, BIZ CREDIT EXPERT MAKES NO WARRANTY THAT (I) THE PRODUCTS AND CONTENT ARE ACCURATE, TIMELY, UNINTERRUPTED OR ERROR-FREE; AND (II) ANY RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PRODUCTS OR CONTENT WILL BE RELIABLE.

#### **LIMITATION OF LIABILITY**

YOU UNDERSTAND AND AGREE THAT BIZ CREDIT EXPERT WILL NOT BE LIABLE TO YOU (OR ANY OF YOUR MINOR CHILDREN) FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES RESULTING FROM OR IN ANY WAY CONNECTED TO YOUR ACCESS TO, USE, OR INABILITY TO USE THE PRODUCTS, PRODUCT WEBSITE, CONTENT OR FROM YOUR ACCESS TO, USE OF, INABILITY TO USE, OR RELIANCE UPON ANY LINKED WEB SITE (IF APPLICABLE), EVEN IF BIZ CREDIT EXPERT HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. SOME JURISDICTIONS EITHER DO NOT ALLOW OR PLACE RESTRICTIONS UPON THE EXCLUSION OR LIMITATION OF DAMAGES IN CERTAIN TYPES OF AGREEMENTS; FOR THESE JURISDICTIONS, THE AFOREMENTIONED LIMITATION ON LIABILITY SHALL BE TO THE MAXIMUM DEGREE PERMITTED BY APPLICABLE LAW. IF, NOTWITHSTANDING THE ABOVE, LIABILITY IS IMPOSED UPON BCE, THEN YOU AGREE THAT BCE'S TOTAL LIABILITY TO YOU (AND ANY OF YOUR MINOR CHILDREN) FOR ANY OR ALL OF YOUR LOSSES OR INJURIES (OR THOSE OF YOUR MINOR CHILDREN) FROM BCE'S ACTS OR OMISSIONS, REGARDLESS OF THE NATURE OF THE LEGAL OR EQUITABLE CLAIM, SHALL NOT EXCEED THE AMOUNT PAID BY YOU TO BIZ CREDIT EXPERT FOR THE PRODUCT(S) YOU PURCHASE FROM BCE.

## **BUSINESS FUNDING REALITY CHECK REPORTS AND SCORES – ADDITIONAL TERMS AND CONDITIONS**

Our services to you may contain third party content or links to third party Website, applications or services (collectively, “Third Party Content”). Our Services may also include features that allow you to connect your BIZ CREDIT EXPERT account with accounts or services provided by third parties, such as accounts you maintain with financial institutions. We do not control, maintain, or endorse the Third-Party Content or Third-Party Services and BIZ CREDIT EXPERT is not responsible or liable for any Third-Party Content or Third-Party Services, including any damages, losses, failures, or problems caused by, related to, or arising from Third Party Content or Third-Party Services. Your interactions and business dealings with the providers of the Third-Party Content or Third-Party Services, including products or services offered by such third parties, are solely between you and the third party. You should review all of the relevant terms and conditions associated with Third Party Content of Third Party Services, including any privacy policies and terms of service. BIZ CREDIT EXPERT is not responsible for any information that you agree to share with third parties in connection with Third Party Content or Third-Party Services.

Users may direct BIZ CREDIT EXPERT to retrieve their own information maintained online by third parties with which they have User relationships, maintain accounts or engage in financial transactions (“Account Information”). BIZ CREDIT EXPERT works with one or more online service providers to access this Account Information. BIZ CREDIT EXPERT does not review the Account Information for accuracy, legality or non-infringement. BIZ CREDIT EXPERT is not responsible for the Account Information or products and services offered by or on third party sites.

### **ACCOUNT INFORMATION FROM THIRD PARTY SITES**

BIZ CREDIT EXPERT cannot always foresee or anticipate technical or other difficulties which may result in failure to obtain or loss of data, personalization settings or other service interruptions. BIZ CREDIT EXPERT cannot assume responsibility for the timeliness, accuracy, deletion, non-delivery or failure to store any user data, communications or personalization settings. For example, when displayed through the Services, Account Information is only as fresh as the time shown, which reflects when the information is obtained from such sites. Such information may be more up-to-date when obtained directly

from the relevant sites. You can refresh your Account information through the Services, in the manner prescribed in the associated instructions.

## **RIGHTS YOU GRANT BCE**

By submitting information, data, passwords, usernames, PINs, other log-in information, materials and other content to BIZ CREDIT EXPERT through the Services, you are licensing that content to BIZ CREDIT EXPERT for the purpose of providing the Services. BIZ CREDIT EXPERT may use and store the content in accordance with this Agreement and BCE's Privacy Policy. You represent that you are entitled to submit it to BIZ CREDIT EXPERT for use for this purpose, without any obligation by BIZ CREDIT EXPERT to pay any fees or be subject to any restrictions or limitations. By using the Services, you expressly authorize BIZ CREDIT EXPERT to access your Account Information maintained by identified third parties, on your behalf as your agent, and you expressly authorize such third parties to disclose your information to BCE. When you use the "Cashflow" feature of the Services, you will be directly connected to the website for the third party you have identified. BIZ CREDIT EXPERT will submit information including usernames and passwords that you provide to log into the Site. You hereby authorize and permit BIZ CREDIT EXPERT to use and store information submitted by you to accomplish the foregoing and to configure the Services so that it is compatible with the third-party sites for which you submit your information. For purposes of this Agreement and solely to provide the Account Information to you as part of the Services, you grant BIZ CREDIT EXPERT a limited power of attorney and appoint BIZ CREDIT EXPERT as your attorney-in-fact and agent, to access third party sites, retrieve and use your information with the full power and authority to do and perform each thing necessary in connection with such activities, as you could do in person. YOU ACKNOWLEDGE AND AGREE THAT WHEN BIZ CREDIT EXPERT IS ACCESSING AND RETRIEVING ACCOUNT INFORMATION FROM THIRD PARTY SITES, BIZ CREDIT EXPERT IS ACTING AS YOUR AGENT, AND NOT AS THE AGENT OF OR ON BEHALF OF THE THIRD PARTY THAT OPERATES THE THIRD-PARTY SITE. You understand and agree that the Services are not sponsored or endorsed by any third parties accessible through the Services. BIZ CREDIT EXPERT is not responsible for any payment processing errors or fees or other Services-related issues, including those issues that may arise from inaccurate account information.

## **NOT A FINANCIAL PLANNER, BROKER, OR TAX ADVISOR**

NEITHER BIZ CREDIT EXPERT NOR THE SERVICES ARE INTENDED TO PROVIDE LEGAL, TAX OR FINANCIAL ADVICE. BIZ CREDIT EXPERT IS NOT A FINANCIAL PLANNER, BROKER OR TAX ADVISOR. The Services are intended only to assist you and your business in your financial organization and decision-making and is broad in scope. Your business financial situation is unique, and any information and advice obtained through the Service may not be appropriate for your situation. Accordingly, before making any final decisions or implementing any financial strategy, you should consider obtaining additional information and advice from your accountant or other financial advisors who are fully aware of your unique circumstances.

BCE's online marketplace provides you with information about potential funding products that may be suitable for your business and for which your business may qualify for based on information provided to BIZ CREDIT EXPERT by you. BIZ CREDIT EXPERT is not a lender and is not engaged in the business of making loans. BIZ CREDIT EXPERT makes no promise or guarantees to procure funding for any person or business. In the event that you are approved, you accept, and receive funds from a third-party service provider in BCE's online marketplace, you certify that any such funds received are for business purposes only and will be placed in a business account segregated from any personal account.

## **TRADEMARKS**

You acknowledge and agree that BCE's name, the BIZ CREDIT EXPERT Logo, Page Headers and other terms, phrases, graphics, logos, and icons are common law or registered trademarks, service marks, and/or trade dress of BIZ CREDIT EXPERT (collectively "Marks"). You agree you will not use any such Content or Marks for any purpose without the appropriate prior written authorization. BIZ CREDIT EXPERT Marks may not be used in connection with any product or service that is not BCE's, in any manner that is likely to cause confusion among Users, or in any manner that disparages or discredits BCE. All other trademarks, product names, or logos not owned by BIZ CREDIT EXPERT that appear on this Product Website are the property of their respective owners.

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## **ENTIRE AGREEMENT**

These Terms and Conditions, the Privacy Policy, and other policies BIZ CREDIT EXPERT may post constitute the entire Agreement between BIZ CREDIT EXPERT and you in connection with your use of the Product Website (if applicable), the Products, and the Content, and supersede any prior versions of the Terms and Conditions, if applicable. BIZ CREDIT EXPERT may update these Terms and Conditions from time to time by posting revised Terms and Conditions on the Product Website, or by mailing an updated copy to the most recent address you have provided to BCE, without notice to you, and your subsequent use of the Products, Product Web Sites, and/or Content is governed by those new Terms and Conditions. The Terms and Conditions are effective until terminated by BCE. In the event of termination, the Intellectual Property, Disclaimers, and Limitations of Liability provisions set forth in these Terms and Conditions will survive. In the event of a conflict between any other notice, policy, disclaimer or other term contained in the Product Website or otherwise, these Terms and Conditions will control. If any provision is deemed to be unlawful or unenforceable, it will not affect the validity and enforceability of the remaining provisions. The section headings are for convenience only and do not have any force or effect.