

BizMSM.com Terms and Conditions of Use

Last updated: September 30, 2019

Agreement to Terms and Conditions

These Terms and Conditions of Use (the “Terms and Conditions”) apply to the BizMSM website located at www.bizmsm.com, and all associated websites linked to www.bizmsm.com, including its subsidiaries and affiliates (collectively, the “Website”).

For purposes of these Terms and Conditions, the terms “we,” “us”, and “our” refer to BizMSM. “You” refers to you, as a user of the Website.

THIS WEBSITE IS THE PROPERTY OF AirMSMB Inc.. BY USING THIS WEBSITE, YOU AGREE TO THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE, DO NOT USE THIS WEBSITE.

Entire Agreement

These Terms constitute the entire agreement between BizMSM and you in relation to your use of this Website, and supersede all prior agreements and understandings, including but not limited to other written and oral agreements and understandings.

BizMSM will not accept any counter-offers to these Terms and Conditions. All counter-offers to these Terms and Conditions, whether written or oral, will be deemed categorically rejected.

Changes

BizMSM reserves the right, at our sole discretion, to modify or replace these Terms and Conditions at any time. BizMSM also reserves the right, at our sole discretion, to modify or replace the functions and design of the Website at any time without disrupting the daily operations of the Website.

What constitutes a change will be determined at our sole discretion. We will try to provide at least 2 weeks' notice prior to any new changes taking effect.

Your continued use of the Website means that you accept and agree to changes. It is your responsibility to check these Terms and Conditions periodically for changes. A copy of these Terms and Conditions is also available in the Manual section of the Website.

Intellectual Property Rights

Other than the content you own, BizMSM and/or its licensors own all the intellectual property rights and materials contained in this Website under these Terms. This includes all text, graphics, videos, promotional material, user interfaces, visual interfaces, logos, artwork, and computer code (collectively, "Content"), including but not limited to the expression, arrangement and coordination of such content contained on the Site.

You are granted limited license only for purposes of viewing the material contained on this Website and performing transactions. Except as expressly provided in the Terms and Conditions, no part of the Website or Content may be copied, reproduced, uploaded, posted, translated, transmitted, publicly displayed, republished, or distributed in any way to any other computer, server, Website or other medium for publication or distribution for any commercial enterprise without our express prior written consent.

Restrictions

You are specifically restricted from all of the following:

- publishing any Website material in any other media;
- selling, sublicensing and/or otherwise commercializing any Website material;
- publicly performing and/or showing any Website material;
- using this Website in any way that is or may be damaging to this Website;
- using this Website in any way that impacts user access to this Website;
- using this Website contrary to applicable laws and regulations, or in any way may cause harm to the Website, or to any person or business entity;
- engaging in any data mining, data harvesting, data extracting or any other similar activity in

relation to this Website;

- engage in hacking and/or other illegitimate means to access, acquire, copy or monitor any portion of the Website or Content and/or obtain or attempt to obtain any materials, coding, documents, or information that are otherwise not publicly made available on the Website;
- seek to trace or obtain any private information on other users or of visitors to the Website; and
- using this Website to engage in any advertising or marketing.

Certain areas of this Website are restricted from your access. Note that BizMSM may further restrict access by you to any areas of this Website, at any time, in absolute discretion.

Any user ID and password you may have for this Website are confidential and you must maintain confidentiality as well. You may not use anyone else's user ID and/or password or account at any time without the express prior permission and consent of the holder of that ID, password and/or account. BizMSM is not liable for any loss or damage resulting from your failure to comply with these obligations.

Your Content

In these Website Standard Terms and Conditions, "Your Content" shall mean any audio, video text, images or other material you choose to display on this Website.

By displaying Your Content, you grant BizMSM a non-exclusive, worldwide irrevocable, sub licensable license to use, reproduce, adapt, publish, translate and distribute it in any and all media.

Your Content must be your own and must not be invading any third-party's rights. BizMSM reserves the right to remove any of Your Content from this Website at any time without notice.

No Warranties

This Website is provided "as is," with all faults, and BizMSM express no representations or

warranties, of any kind related to this Website or the materials contained on this Website. We do not promise that this Website or any content, service, design, or feature of this Website will be error-free and/or uninterrupted, or that any such errors and defects will be corrected. We also do not promise that your use of the Website will provide specific results.

Nothing contained on this Website shall be interpreted as advising you of anything – whether of a commercial or legal nature.

Linked Websites

This Website contains links to independent third-party Websites (“Linked Websites”). These Linked Websites are not under BizMSM’s control and we are not responsible for and do not endorse the content of these Linked Websites, including any information and materials contained on such Linked Websites.

In no event shall BizMSM, nor any of its officers, directors and employees, be held liable for anything arising out of or in any way connected with your use of such Linked Websites whether such liability is under contract. BizMSM, including its officers, directors and employees shall not be held liable for any indirect, consequential or special liability arising out of or in any way related to your use of such Linked Websites. BizMSM cannot ensure or promise that any files or other data you download from Linked Websites will be free of viruses, spyware, and/or other destructive features.

Limitation of Liability

In no event shall BizMSM, nor any of its officers, directors and employees, be held liable for anything arising out of or in any way connected with your use of this Website whether such liability is under contract. BizMSM, including its officers, directors and employees shall not be held liable for any indirect, consequential or special liability arising out of or in any way related to your use of this Website.

Indemnification

You hereby indemnify and hold BizMSM, its officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries, and affiliates harmless from and against any and/or all liabilities, costs, demands, causes of action, damages and expenses (including lawyers' fees) arising in any way related to your use of the Website and/or breach of any of these Terms.

Severability

If any provision of these Terms is found to be invalid under any applicable law, such provisions shall be deleted without affecting the remaining provisions herein.

Assignment

BizMSM is allowed to assign, transfer, and subcontract its rights and/or obligations under these Terms without any notification.

However, you are not allowed to assign, transfer, or subcontract any of your rights and/or obligations under these Terms.

Governing Law & Jurisdiction

These Terms will be governed by and interpreted in accordance with the laws of the province of Ontario of Canada. You must submit to the non-exclusive jurisdiction of the provincial and federal courts located in Canada for the resolution of any disputes.

No recovery may be sought or received for damages other than your out-of-pocket expenses. The prevailing party will be entitled to costs and attorneys' fees.

In the event of any dispute or controversy between BizMSM and you arising out of your use of the Website, the parties shall attempt to, in good faith, resolve any such dispute or controversy. If the parties are unable to resolve any such dispute or controversy within a reasonable time (as determined by BizMSM depending on the circumstances and context), then either party may submit such dispute or controversy to mediation. If the dispute cannot be resolved through

mediation, the parties shall be free to pursue any right or remedy available to them under applicable law.

Miscellaneous

If any of these Terms and Conditions are held by a court or tribunal of competent jurisdiction to be void and/or unenforceable, such provisions shall be simplified and/or limited to the minimum extent necessary. The resulting provision must embody the intent of these Terms and Conditions, so that the intent and meaning behind these Terms and Conditions shall remain in full force and effect.