

STANDARD TERMS OF SERVICE FOR BIZANI

AGREEING TO TERMS

By signing up as a client of Bizani or using the Bizani website or application, you agree to be legally bound by these conditions. Please read these terms and conditions carefully. Bizani may change these terms at any time by updating this page. You should visit this page periodically to review these conditions, as they are binding to you. If you do not agree with ALL of these terms, then you are expressly prohibited from using the site and must discontinue use immediately.

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USER REPRESENTATION

By using the Site, you represent and warrant that:

1. All registration information you submit will be true, accurate, current, and complete.
2. You will maintain accuracy of such information and promptly update such registration information as necessary.
3. You have the legal capacity and you agree to comply with these Terms of Use.
4. You are not a minor in the jurisdiction in which you reside.
5. You will not access the Site through automated or non-human means, whether through a bot, script, or otherwise.
6. You will not use the Site for any illegal or unauthorized purposes.
7. Your use of the Site will not violate any applicable laws or regulations.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof).

USER REGISTRATION

You may be required to register with the Site. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

DISCLAIMER

THE SITE IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SITE AND OUR SERVICE WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR

IMPLIED, IN CONNECTION WITH THE SITE AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SITE'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THE SITE AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY:

1. ERRORS, MISTAKES, OR INACCURACIES OF CONTENT MATERIALS
2. PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SITE.
3. ANY UNAUTHORIZED ACCESS OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN.
4. ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE.
5. ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD PARTY.
6. ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE.

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LIMITATIONS

IN NO EVENT WILL BIZANI, ANY OF OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SITE. EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

DISPUTE RESOLUTION

Any legal action or whatever nature brought by either you or us (collectively, the "Parties" and individually, a "Party") shall be commenced or prosecuted in courts located in The Republic of Zimbabwe.

CORRECTIONS

There may be information on the Site that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Site at any time, without prior notice.

YOUR UPLOADED CONTENT

Any text, documents, PDF, images, videos, files you upload to our server or submitted through email are considered "Your Content". All materials and content submitted to us when creating your design request or projects remain your property. You are held 100% liable for all content submitted and their use in completed design. We do not provide any copyrights, trademarks, or

licenses research when using your content. What you provide, shall be used as-is and you are held liable for the published work Bizani submits back to you.

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Reporting Unauthorized Content: If content that you own or have rights to has been posted to the Services without your permission and you want it removed, contact us via email. If Your Content infringes another person's intellectual property, we will remove it if we receive proper notice.

Inappropriate, False or Misleading Content: You agree that you will not post any content that is abusive, threatening, defamatory, obscene, vulgar or otherwise offensive or in violation of any part of our Terms. You also agree not to post any content that is false and misleading or uses the Services in a manner that is fraudulent or deceptive.

FEES AND PAYMENTS

You agree to pre-pay fees of your choice prior to any services being rendered by Bizani under this Agreement. No services will be rendered without appropriate payment being made. Bizani reserves the right to change our pricing and offerings at any time without prior notice.

OWNERSHIP, COPYRIGHT, TRADEMARK, AND PROVIDED FILES

All design and original source files created while you are enrolled with us are yours to keep and own. You must provide our designers with sufficient content and instructions to complete the work. All files submitted to Bizani must be owned by you and not be stolen from another entity. You are 100% responsible for all materials submitted to us to create designs for you. Even for completed design that we submit to you, we are not liable for any infringement on intellectual property rights.

You agree to indemnify, defend, and hold harmless Bizani and its affiliates, officers, members, managers, agents, successors and assigns (the "Indemnified Parties") from and against all claims, demands, liabilities, damages, and costs including, without limitation, its reasonable attorneys' fees, arising out of or relating to (i) your breach of any of the terms of this Agreement, (ii) your use of the services provided pursuant to the Site, and (iii) infringement of third party's intellectual property rights or other proprietary rights.

RELEASING COMPLETED WORK

We hold ourselves to a high standard of delivery and would never intentionally submit final files with errors to you. However, in a rare event that you do receive a file with errors, please notify us promptly and we will do our best to quickly make the revisions and re-submit to you. Bizani is not liable for any loss of business or loss of revenue incurred from errors in our design files. Please make sure you check the design before ordering print or finalizing for marketing.

CONFIDENTIALITY

All communication between you and any Bizani representative are held confidential. We will not disclose your private information or project information with unauthorized users.

DELIVERY OUTPUT

You may submit as many design requests as you humanly can and all requests will be stored in our management database and prioritized accordingly. Our team will work on one design at a time for you including revisions. In order for us to move onto the next project, your current project must be fully completed and approved before we can move onto the next project. You can also Pause or Cancel a project if you no longer wish for that project to be completed. Pausing or Canceling a project will instantly stop its production and allow our team to move onto the next project in line.

SITE MANAGEMENT

We reserve the right, but not the obligation to:

1. Monitor the Site for violations of these Terms of Use
2. Take appropriate legal action against anyone who, in our sole discretion, violates the law of these Terms of Use, including without limitation, reporting such user to law enforcement authorities.
3. In our sole discretion and without limitation, refuse, restrict access to, limited the availability of, or disable (to the extent technologically feasible) any of your contributions or any portion thereof.
4. In our sole discretion and without limitation, notice, or liability, to remove from the Site or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems.
5. Otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site.

3RD PARTY WEBSITES AND CONTENT

Bizani has not reviewed or approved all sites linked to its Internet web site. Bizani is not responsible for any contents of any such linked websites. 3rd Party Links do not imply endorsement by Bizani. Please use your best judgement and discretion when using such links.

We have these policies in place both to protect the integrity of our service and safeguard from abuse. If you have any further questions please feel free to email us at support@bizani.co.zw