

# **EFIZZA TERMS AND CONDITIONS**

The following terms and conditions (the "*Terms and Conditions*") govern your use of Efizza, LLC ("*Efizza*" "*Company*" or "*we*" or "*us*") Website located at <https://efizza.com/>. The Website, Application and Efizza Services together are hereinafter collectively referred to as the "*Efizza Platform*".

## **1. ABOUT US**

We are a technology company. We are not a real estate agent or a broker.

Efizza is a technology provider. You acknowledge and agree that we are not a real estate agent or a broker. We do not own, rent, sell or buy properties advertised on the platform. Sellers are not our employees, representatives, or agents.

## **2. BY USING THE PLATFORM, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.**

BY USING OR OTHERWISE ACCESSING THE PLATFORM, POSTING OR DOWNLOADING CONTENT OR ANY OTHER INFORMATION TO OR FROM THE PLATFORM OR MANIFESTING YOUR ASSENT TO THESE TERMS AND CONDITIONS IN ANY OTHER MANNER, YOU HEREBY UNEQUIVOCALLY AND EXPRESSLY AGREE TO, AND SHALL BE SUBJECT TO, THESE TERMS OF USE. IF YOU DO NOT UNEQUIVOCALLY AGREE TO THESE TERMS AND CONDITIONS, YOU MAY NOT USE OR OTHERWISE ACCESS THE PLATFORM OR POST OR DOWNLOAD CONTENT OR ANY OTHER INFORMATION TO OR FROM THE PLATFORM. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE EFIZZA PLATFORM OR THE SERVICE OR ANY CONTENT IS TO STOP USING THE EFIZZA PLATFORM.

### **These Terms and Conditions May Change**

Efizza reserves the right, at its discretion, to change, modify, add or remove portions of these Terms and Conditions at any time by posting such changes. Please check the Terms of Use page periodically for changes. The continued use of the Efizza Platform following the posting of changes to these Terms and Conditions indicates that you accept those changes. If you have any questions or would like further clarification, please e-mail us at <**admin email**>.

### **Additional Terms and Conditions May Apply**

The disclaimers, terms, and conditions on these pages are of general application and may be supplemented by additional policies, procedures, disclaimers, guidelines, rules, terms or conditions of specific application disclosed by Efizza, including on any particular page of the Efizza Platform or through the Services, or a registration process or other means. In the event of a conflict between these Terms and Conditions and any additional policies, procedures, disclaimers, guidelines, rules, terms or conditions of the specific application, the additional policies, procedures, disclaimers, guidelines, rules, terms or conditions of specific application shall control.

### **Termination of Services for Non-compliance**

If you do not comply with the Terms and Conditions at any time, we reserve the right to terminate, limit, or otherwise alter your access to the Platform.

### **We May Discontinue or Alter Any Aspect of the Platform.**

We may discontinue or alter any aspect of the Platform, including, but not limited to, (i) restricting the time the Platform is available, (ii) restricting the amount of use permitted, and

(iii) restricting or terminating your right to use the Platform, at our sole discretion and without prior notice or liability.

### **3. AUTHORIZED USERS / REGISTRATION**

#### **Definitions**

The terms “you,” “your” or “User(s)” refers to any individual accessing the Efizza Platform or the Services for his/her own personal purposes, or on behalf of an entity or other person. In the event that you purport to be the agent of, represent, or otherwise act on behalf of an entity or any other person, references to “you,” “your” or “User(s)” shall include you individually and any such entity or person that you purport to represent, and you further represent and warrant that you are in fact an authorized representative of such entity or other person, that you have the authority to bind such entity or other person to these Terms and Conditions, and that your acceptance of these Terms of Use shall constitute acceptance on behalf of such entity or person.

#### **Authorization to Use the Efizza Platform**

You hereby confirm to Efizza that: (a) you have reached the age of 13, (ii) are an emancipated minor under the laws of your jurisdiction of domicile or residence, (iii) have the consent of your parent or legal guardian, or (iv) otherwise have the power and authority to enter into and perform your obligations under these Terms and Conditions.

Users between the ages of 13 and 18 must (i) review these Terms and Conditions with a parent or legal guardian to ensure the parent or legal guardian acknowledge and agree to these Terms and Conditions, and (ii) not access the Efizza Platform if his or her parent or legal guardian doesn't agree to these Terms and Conditions.

### **4. FEES AND BILLING**

Efizza charge an advertising fee on sales to Seller to use the Efizza Platform. You are responsible to Efizza for any fees applicable to services you choose. You authorize Efizza (or its partners), or its designated payment processor, to charge your specified credit card, debit card or other payment method for such fees as provided through the registration process.

Except as required by law, all fees are nonrefundable, including, without limitation. Payment may not be canceled by the user, except as required by law. However, Efizza (or its partners) reserves the right to refuse or terminate any payment at any time in its sole discretion. You understand and agree that if you authorize a payment transaction with your credit card, debit card, or other payment method, but if your charge is rejected for any reason, there may be a hold on your use of the Efizza Platform services for several days.

### **5. ADVERTISING PERIOD**

Sellers agrees that the advertising period on the platform will be a period of 120 days. If the Seller make any sales during the advertising period, Seller agrees to pay an advertising fee of 1% on the total amount of sales made via the platform. In the event that the Seller didn't record any sales during the advertising period, no fees will be payable by the Seller and Seller reserves the right to renew the advertising period for another 120 days.

### **6. RESTRICTION ON USE OF THE EFIZZA PLATFORM CONTENT**

All content and materials contained in the Efizza Platform or made available through the Service (“Content”), are protected by the United States and international trademark and copyright laws, are owned or controlled by Efizza, and must only be used for certain approved purposes as established by Efizza. You may only view or download Content from the Efizza Platform for your use or as otherwise expressly authorized by Efizza.

### **Limited License**

Efizza hereby grants you a limited, nonexclusive, nonassignable, nontransferable license to access and use the Efizza Platform solely for your own personal, non-commercial purposes, subject to your agreement to, compliance with and satisfaction of these Terms of Use. All rights not otherwise expressly granted by these Terms of Use are reserved by Efizza. If you do not comply with the Terms of Use at any time, Efizza reserves the right to revoke the aforementioned license(s), limit your access to the Efizza Platform, or restrict your ability to post or download Content, which may include the ordering of products and services.

### **No Reproduction / Distribution**

The reproduction, duplication, distribution (including by way of e-mail, facsimile or other electronic means), publication, modification, copying or transmission of material available on or through the Efizza Platform is STRICTLY PROHIBITED without the prior written consent of Efizza or unless expressly permitted by the Efizza Platform. This includes, without limitation, any application, text, graphics, logos, photographs, audio or video material or stills from audiovisual material available on the Efizza Platform. The copying posting, linking, or another use of Content from the Efizza Platform on any other Platform or networked computer environment is similarly prohibited. Requests for permission to reproduce or distribute materials found on the Efizza Platform or the Service can be made by contacting Efizza in writing at the address listed below.

### **Trademarks**

The trademarks, logos, service marks, and trade names (collectively the "Trademarks") of Efizza or any third party displayed on the Efizza Platform or content available through the Efizza Platform may not be used unless authorized by the trademark owner. All Trademarks not owned by us that appear on the Efizza Platform or on or through the Efizza Platform's services, if any, are the property of their respective owners. Nothing contained on the Efizza Platform should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on the Efizza Platform without our written permission or that of the third-party rights holder. Your misuse of the Trademarks displayed on the Efizza Platform is strictly prohibited.

### **Third-Party Rights**

Trademarks, service marks, logos, and icons owned by third parties are the property of those respective third parties. Efizza and affiliates do not warrant or represent that your use of the Content will not infringe the rights of third parties.

## **7. LICENSE AND OWNERSHIP**

Efizza application and all rights therein, including intellectual property rights, shall remain Efizza's property or the property of its licensors. Nothing in the Terms shall be construed to grant you any rights, except for the limited license granted below.

Subject to the Terms, Efizza grants you a limited, non-exclusive, non-transferrable, non-sublicensable license, to access and use Efizza and its Paid features purchased pursuant to the Terms on any same-platform device (i.e., iOS device) that you own and control. The license is granted solely for your personal, non-commercial use. Therefore, you may not rent, lease, sell, transfer, redistribute, or sublicense the Efizza application. Third-party services or libraries included in Efizza are licensed to you either under these Terms, or under the third party's license terms, if applicable.

Based on your license, you may not access Efizza with other means than the official application, mine or extract any data from Efizza databases, modify, reverse engineer, hack, decode, decrypt, decompile, disassemble or create derivative works of Efizza application or any part thereof and circumvent any technology used to protect the Paid features. You also may not remove, delete or obliterate any copyright notices, proprietary labels or private legends placed upon or found within the Efizza application.

## **8. CONTENT POSTED BY USERS**

When using Efizza 's products and services, you may have the ability to post content (e.g., payment descriptions, business description, comments and/or photos). You are solely responsible for all content that you provide, post, upload or submit.

We are not responsible for evaluating the accuracy, truthfulness, usefulness, legality, safety, morality or applicability of any content posted by users on Efizza. Efizza does not endorse, guarantee, make representations or provide warranties regarding any such content.

Efizza may, in its sole discretion, reject or remove any content that violates our content standards below or for any other reason we deem the content inappropriate. Efizza shall have no obligation to monitor content posted, uploaded or submitted by a user, but may do so at its sole discretion. Efizza is not responsible for any failure or delay in removing any such content.

### **Content Standards**

You may not post or submit any content that violates our Acceptable Use Policy or any content that is:

- false, misleading, deceiving, inaccurate or dishonest
- defamatory or invasive of another person's right of privacy or right of publicity
- harmful, obscene, harassing, abusive, offensive, objectionable, violent or condoning violence or harm, displaying nudity or sexual activity, or otherwise unfit for publication
- inciting hatred of individuals or groups based on race or ethnic origin, religion, nationality, disability, gender, age, veteran status, or sexual orientation/gender identity; portraying or inciting animal cruelty or neglect
- illegal, such a criminal activity, terrorism, obscenity, child pornography, human exploitation, gambling, drug use, firearms or ammunition, and piracy
- infringing intellectual property or other proprietary rights of any party, or not authorized, such as content that you did not create or do not have the permission to use
- creating a privacy or security risk to any person
- spam, letters or pyramid schemes
- in Efizza 's sole discretion, objectionable or exposes users to harm or liability.

## **9. LISTING QUALITY POLICY**

Listings may only be posted to, or updated on, the Efizza Services by the owner of the listed property (e.g., a For Sale by Owner listing) or by the contracted, exclusive listing Agent for such listing. Efizza may require that you provide proof you are the owner of the subject property, or that you have an exclusive right to post or advertise the listing (e.g., by requiring a copy of the listing agreement). If Efizza is unable to verify that you are the homeowner or are the contracted, exclusive listing Agent, Efizza may remove the listing at any time in its sole discretion.

9.1 If you are an Agent providing a listing to or through the Efizza Services, you hereby acknowledge and agree that:

(a) the owner of the home that is the subject of your listing has provided his/her consent and authorized you to post the listing to the Efizza Services and doing so does not violate any term of your agreement with, or legal duties owed to, the owner of the home;

(b) your broker has authorized you to post the listing to the Efizza Services and doing so does not violate any term of your agreement with, or legal duties owed to, your broker;

(c) you have complied with all relevant laws, regulations, and policies, including those overseen or enforced by the applicable real estate licensing regulatory authorities, the applicable MLS and any applicable realtor's association, including as applicable the ASSOCIATION OF REALTORS®; and

(d) you are only submitting information that you know to be true and accurate, and you will update or remove your listing submitted to the Efizza Services immediately if you become aware that information included therein is or becomes untrue or inaccurate.

9.2 **Community Guidelines.** All of Your Content, including listing submissions, must comply with this Agreement, including these Community Guidelines, all as may be interpreted by Efizza in its sole discretion. You hereby acknowledge and agree to comply with the following Community Guidelines:

9.3 **Be Honest.** Only post information that you know is true and accurate. Similarly, do not misrepresent your identity or your affiliation with another person or entity. If you submit a review, your review must reflect your true and honest opinion of and experience with the provider, product, or service you review, and you must disclose any incentive you received for providing your review (e.g., if you received any discount for providing the review or you are connected (e.g., through employment or familial relationship) to the subject of the review).

9.4 **Submit only what you have a right to submit.** Do not submit or post any content that violates any applicable law or that infringes copyright or other intellectual property rights, including in the photos and written content that you submit. Do not submit information about real estate properties you do not own, unless you are authorized to do so as the contracted, exclusive listing Agent for that property.

9.5 **Respect privacy and confidentiality.** Do not publicly post the personal or private information of others or other peoples' contact information. This also includes communications from community administrators and moderators. In general, do not publicly disclose any confidential or sensitive information.

## 10. INTELLECTUAL PROPERTY

The content available on the Platform ("Platform Content"), including the logos and trademarks ("Marks"), are licensed to Efizza and are subject copyright, trademark, and other intellectual property rights under the United States of America ("USA"), foreign laws, and international conventions. The Platform Content includes, but are not limited to, the source codes, database, Platform design, functionalities, videos, audios, texts, images, graphics, and items available on the Platform.

The logos, designs, page headers, names, script, graphic, button icons and footers are registered trademarks or common law trade dress of Efizza in the US and other parts of the world. The Efizza trademarks and trade dress may not be used in combination with any other products, services, or goods in a manner that is likely to confuse. You do not also have our permission to copy, imitate, or use it without getting written approval from us.

Efizza provides the Platform Content to users on "AS IS" basis for information and personal use purposes. Users may not copy, reproduce, distribute, advertise, transmit, license, sell, or exploit it for any other purposes without seeking written consent from us.

## **11. PROHIBITED USER CONDUCT**

We may investigate and/or terminate your account if you misuse the Efizza Platform or behave in any way that we regard as inappropriate or unlawful. You agree that, while using the Efizza Platform and the various services and features offered on or through the Efizza Platform, you shall not: (a) impersonate any person or entity or misrepresent your affiliation with any other person or entity; (b) insert your own or a third party's advertising, branding or other promotional content into any of the Efizza Platform's content, materials or services; or (c) gain or attempt to gain unauthorized access to other computer systems through the Efizza Platform. You agree to not: (i) engage in spidering, "screen scraping," "database scraping," harvesting of e-mail addresses, wireless addresses or other contact or personal information, or any other automatic means of accessing, logging-in or registering on the Efizza Platform or for any services or features offered on or through the Efizza Platform, or obtaining lists of users or obtaining or accessing other information or features on, from or through the Efizza Platform or the App offered on or through the Efizza Platform, including, without limitation, any information residing on any server or database connected to the Efizza Platform or any services offered on or through the Efizza Platform; (ii) use the Efizza Platform or the App made available on or through the Efizza Platform in any manner with the intent to interrupt, damage, disable, overburden, or impair the Efizza Platform or such services, including, without limitation, sending mass unsolicited messages or "flooding" servers with requests; or (iii) use the Efizza Platform or the Efizza Platform's services in violation of any applicable law or the legal rights of any third party. You further agree that you may not attempt (or encourage or support anyone else's attempt) to circumvent, reverse engineer, decrypt, or otherwise alter or interfere with the Efizza Platform or the Efizza Platform's services, or any content thereof, or make unauthorized use thereof.

You shall not (nor cause any third party to) use the Efizza Platform or the App to perform any illegal or immoral activities (including without limitation defaming, abusing, harassing, stalking, threatening, or otherwise violating the legal rights - such as rights of privacy of others) or any of the following types of activities, without limitation: (a) disseminating any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, pornographic, obscene or otherwise objectionable material; (b) transmitting information that violates any applicable federal, state, or local laws, rules or regulations, including any governmental agency guidelines, policies or procedures, or that infringes any patent, trademark, trade secret, copyright or other intellectual property or proprietary rights of any party; (c) conducting any activity that would constitute fraud; (d) transmitting any material that contains software viruses, trojan horses, worms, time bombs, cancelbots, or any other computer code, files, or programs which may interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; (e) use the Efizza Platform or the App to gain competitive intelligence about Efizza , the Efizza Platform, or any product or service offered via the Efizza Platform or to otherwise compete with Efizza .

## **12. HARDWARE AND SYSTEM REQUIREMENTS**

Information about the current hardware and system requirements of Efizza, technical restrictions and other limitations are always available on the platform-specific page of the platform.

## **13. MAINTENANCE AND SUPPORT**

Efizza is subject to a continuous development and Efizza reserves the right, at its sole discretion, to update the Efizza Platform, change the nature of Efizza or modify or discontinue some of the features without prior notice to you. You acknowledge that Efizza has no obligation to maintain or update Efizza. Efizza does not guarantee an uninterrupted provision of the services. Efizza or integrated third-party services may be temporary unavailable due to the maintenance, certain technical difficulties, or other events that are beyond Efizza control. If you have some questions, problems or suggestions, you can reach the Efizza via contacts provided hereafter. However, you acknowledge that the support to nonpaying users of Efizza is limited due to the limited capacity of the Efizza.

#### **14. DUPLICATE LISTING**

Efizza policy does not allow identical rental property listings to be posted more than once within the same webpage. Duplicate rental property listings are permitted to be posted on several webpages, provided all applicable listing fees are paid.

#### **15. INDEMNIFICATION**

You agree to defend, indemnify and hold Company, its affiliates, and its and their directors, officers, employees and agents harmless from all claims, liabilities, costs, and expenses, including reasonable attorneys' fees, arising in any way from any content or other material you place on the Efizza Platform or your breach or violation of the law or these Terms and Conditions. Company reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with the Company's defense of such claim.

#### **16. NO WARRANTIES**

TO THE MAXIMUM EXTENT ALLOWED BY LAW, THE EFIZZA PLATFORM, INCLUDING, WITHOUT LIMITATION, ALL SERVICES, PRODUCTS, CONTENT, FUNCTIONS, AND MATERIALS CONTAINED OR AVAILABLE THEREON, IS PROVIDED "AS IS," "AS AVAILABLE", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY FOR INFORMATION, DATA, DATA PROCESSING SERVICES, UPTIME OR UNINTERRUPTED ACCESS, AVAILABILITY, ACCURACY, USEFULNESS, OR CONTENT OF INFORMATION, AND ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE HEREBY DISCLAIM ANY AND ALL SUCH WARRANTIES, EXPRESS AND IMPLIED. COMPANY ALSO ASSUMES NO RESPONSIBILITY, AND SHALL NOT BE LIABLE FOR, ANY DAMAGES TO, OR VIRUSES THAT MAY INFECT, YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO OR USE OF THE EFIZZA PLATFORM OR YOUR DOWNLOADING OF ANY MATERIALS FROM THE EFIZZA PLATFORM. IF YOU ARE DISSATISFIED WITH THE EFIZZA PLATFORM, YOUR SOLE REMEDY IS TO DISCONTINUE USING THE EFIZZA PLATFORM. FURTHER, EFIZZA DOES NOT WARRANT (A) THE ACCURACY, COMPLETENESS, CURRENCY, OR RELIABILITY OF ANY CONTENT, (B) THAT THE RESULTS OBTAINED FROM THE USE OF THE PLATFORM OR CONTENT WILL BE ACCURATE OR RELIABLE, OR (C) THAT THE QUALITY OF THE PLATFORM OR CONTENT WILL MEET YOUR EXPECTATIONS.

From time to time, we may make third party opinions, advice, statements, offers, or other third-party information or content available on the Efizza Platform ("Third Party Content"). All Third-Party Content is the responsibility of the respective authors thereof and should not necessarily be relied upon. Such third-party authors are solely responsible for such content. COMPANY DOES NOT: (I) GUARANTEE THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY THIRD-PARTY CONTENT ON THE EFIZZA PLATFORM, OR (II) ADOPT, ENDORSE OR ACCEPT RESPONSIBILITY FOR THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE, OR STATEMENT MADE BY ANY PARTY THAT APPEARS ON THE EFIZZA PLATFORM. UNDER NO CIRCUMSTANCES

WILL COMPANY OR ITS AFFILIATES BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGE RESULTING FROM YOUR RELIANCE ON INFORMATION OR OTHER CONTENT POSTED ON OR AVAILABLE FROM THE EFIZZA PLATFORM.

#### **17. LIMITATION ON LIABILITY**

IN NO EVENT, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, SHALL COMPANY, ANY OF ITS AFFILIATES, OR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR CONTENT OR SERVICE EFIZZAS (COLLECTIVELY, THE "PROTECTED ENTITIES") BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING FROM, OR DIRECTLY OR INDIRECTLY RELATED TO, THE USE OF, OR THE INABILITY TO USE, THE EFIZZA PLATFORM OR THE CONTENT, MATERIALS, AND FUNCTIONS RELATED THERETO, YOUR PROVISION OF INFORMATION VIA THE EFIZZA PLATFORM, LOST BUSINESS OR LOST SALES, EVEN IF SUCH PROTECTED ENTITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CERTAIN USERS TO THE EXTENT REQUIRED BY APPLICABLE LAW.

IN NO EVENT SHALL THE PROTECTED ENTITIES BE LIABLE FOR OR IN CONNECTION WITH ANY CONTENT POSTED, TRANSMITTED, EXCHANGED OR RECEIVED BY OR ON BEHALF OF ANY USER OR OTHER PERSON ON OR THROUGH THE EFIZZA PLATFORM. IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF THE PROTECTED ENTITIES TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR OTHERWISE) ARISING FROM THE TERMS AND CONDITIONS OR YOUR USE OF THE EFIZZA PLATFORM EXCEED, IN THE AGGREGATE, THE AMOUNT, IF ANY, PAID BY YOU TO COMPANY FOR YOUR USE OF THE PLATFORM.

#### **18. NON-DISCRIMINATION**

Users posting or otherwise using the Efizza Platform declare THAT THEY WILL NOT DISCRIMINATE AGAINST EACH OTHER ON THE BASIS OF AGE, RACE, GENDER, NATIONALITY, RELIGION, DISABILITY OR SEXUAL PREFERENCE, WITH RESPECT TO AVAILABILITY OF HOUSING OR THE TERMS AND CONDITIONS OF RENTING, RELETING, LEASING, SUBLETTING, SUBLEASING AND ACKNOWLEDGE THAT EFIZZA WILL SUSPEND THE ACCOUNT OF ANY USER FOUND GUILTY BY THE DESIGNATED AUTHORITIES, OF ENGAGING IN ANY SUCH DISCRIMINATION.

#### **19. NO AGENCY**

You and Efizza LLC are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

#### **20. TERMINATION**

In addition to any other method of termination or suspension provided for in these Terms and Conditions, Efizza reserves the right to terminate, change, suspend or discontinue any aspect of the Efizza Platform or the Efizza Platform's services at any time. Further, you agree that Efizza shall not be liable to you or any third-party for any termination or suspension of your access to the Efizza Platform or any part thereof, removal of Content. Any such termination, suspension or cancellation shall not affect any right or relief to which Efizza may be entitled at law or in equity. Upon any such termination, suspension or cancellation, you shall terminate all use of the Efizza Platform, the Services, and any Content and you will not be entitled to any refund of any fees or other charges, if any, paid in connection with such use.



## **21. SEVERABILITY**

If any provision under these Conditions is found to be invalid or unenforceable by a court of competent jurisdiction, such an invalid or unenforceable provision shall be severed and shall not affect the validity and enforceability of the other valid and enforceable provisions.

## **22. GOVERNING LAW**

You agree that the Platform does not give rise to personal jurisdiction over Efizza, either specific or general, in jurisdictions other than the laws of the State of Virginia. Any claim or dispute between you and Efizza that arises in whole or in part from the Service will be decided exclusively by a court of competent jurisdiction located in Virginia. Those who do not choose to access the Efizza do so at their initiative and are responsible for compliance with all applicable laws including any applicable local laws.

## **23. COPYRIGHT NOTICES**

Efizza requires that all users respect individual copyright and intellectual properties – just as we also do. You may not post any User Content or other materials that infringe on another user or third party's intellectual property without their written consent. We respond to copyright infringement claims in line with the Digital Millennium Copyright Act ("**DMCA**"). If you believe that any User Content or material on the Platform infringes on your intellectual property rights, you (or your designated agent) may reach out to us for a take-down. In accordance with the DMCA guidelines, you are to provide the following information when you reach out to us for a take-down. Requests may be made by you or an agent designated by you and must be sent to us via **<admin e-mail>**.

- The full name of the person whose copyright has been infringed upon;
- The material or content that is being infringed on, including the location on the Platform;
- A statement with good faith belief that the owner of the infringed material or content did not authorize such use;
- A statement under perjury that the information you have provided in your message to Efizza regarding infringement is accurate and true.

## **24. CONTACT US**

For further information or to contact us with questions, concerns, or comments, you may email us at the email in the footer of our Platform or visit our Contact Us page. Although we will, in most circumstances, be able to receive your email or other information provided through the Efizza Platform, we do not guarantee that it will receive all such email or other information timely and accurately. We shall not be legally obligated to read, act on, or respond to any such email or other information.