



Terms of Use

Bizi Inc. — Effective Date: April 19, 2026

Bizi Inc., a Delaware corporation doing business in the State of Florida ("Bizi," "we," "us," "our," or the "Company"), provides a schoolwide student recognition platform (the "Platform") designed to help schools consistently reinforce positive behaviors, attendance, and academic effort. By integrating with a school or district's Student Information System (SIS), Bizi automatically awards students for meeting key school expectations — reducing manual tracking, supporting consistent implementation across classrooms, and serving as the infrastructure that helps schools sustain their positive reinforcement strategies.

Students earn digital rewards ("BiziBucks") that they can save and redeem in their school's online store, introducing real-world concepts such as budgeting and goal setting alongside recognition for positive effort. Educators, staff, and administrators can also provide direct recognition to support and reinforce individual student growth.

Bizi is built to simplify implementation, reduce administrative burden, and support a positive, consistent school culture across all learning environments.

Bizi provides access to the Platform through its web application hosted at <https://app.bizimotivates.com>, any related subdomains or websites under Bizi's control (the "Site"), and its mobile application available on iOS and Android via authorized app stores (the "Mobile App"). The Mobile App is designed for use by educators — including teachers, staff, and administrators — and enables on-the-go issuance of bonuses and flags to students. Students access the Platform exclusively through a browser-based interface using school-issued Single Sign-On (SSO) credentials; there is no separate student-facing mobile application. The Platform is designed to be accessible across a range of devices, including Chromebooks, laptops, tablets, and iPads, through a standard web browser.

These Terms of Use (the "Terms") govern your access to and use of the Platform, whether through the Site, the Mobile App, or any other technology or service controlled by Bizi. These Terms constitute a binding legal agreement between you and Bizi.

These Terms apply to all users of the Platform, including students ("Student"), teachers ("Teacher"), staff members ("Staff"), school administrators ("Admin"), schools ("School"), school districts ("District"), and parents or guardians who access the Platform through a student account or through Bizi's parent opt-in services, including the Parent Pay Period Recap Email (collectively, "you" or "users"). Student accounts are accessed using school-issued login credentials managed by the student's school or district. Parents or guardians who access the Platform using their child's school credentials are subject to these Terms.

Relationship to Other Agreements

For schools and Local Education Agencies (LEAs), a Data Privacy Agreement (DPA) governing the collection, use, protection, and disclosure of student personal information is required before any student data is transmitted to Bizi and before any student accounts are made active on the Platform. Bizi uses the Florida National Data Privacy Agreement (NDPA) Version 2, developed by the Student Data Privacy Consortium (SDPC), as its standard DPA framework. Bizi recognizes that larger districts may have their own DPA templates or require modifications to Bizi's standard framework. Bizi will work in good faith with any LEA that wishes to use a district-provided DPA or negotiate modifications to Bizi's standard agreement, provided that the resulting agreement meets the substantive data protection standards described in these Terms and Bizi's Privacy Policy. Where a DPA is in effect — whether Bizi's standard form or a district-negotiated alternative — the DPA governs the treatment of student personal information and takes precedence over these Terms where the two conflict on those matters. During technical setup activities that precede student data transmission — including SFTP configuration, SSO connection, and testing with sample data — Bizi and the LEA are each expected to execute or be actively working toward execution of a DPA.

Updates to These Terms

Bizi may update these Terms from time to time to reflect changes in our services, legal requirements, or platform features. For non-material changes — such as clarifications, corrections, or administrative updates — the revised Terms will be effective upon posting at www.bizimotivates.com, and we encourage you to review them periodically. For material changes — meaning any change that affects the rights or obligations of users in a significant way, including changes that affect the collection, use, or disclosure of student personal information — Bizi will provide advance written notice to LEAs no less than 30 days before the changes take effect, consistent with the notice requirements in Bizi's Privacy Policy. Your continued use of the Platform following the effective date of any updated Terms constitutes your acceptance of those changes. Material changes affecting student data will not take effect for existing users until the applicable notice period has elapsed.

2. Acceptance of Terms

By accessing or using the Platform, you acknowledge that you have read, understood, and agree to be bound by these Terms. If you are using the Platform on behalf of a school, district, or other educational institution, you represent and warrant that you have the authority to bind that institution to these Terms. Students accessing the Platform are bound by these Terms through the authority of their school or district, which accepts these Terms on their behalf.

3. Use of the Platform

Bizi provides the following account types on its Platform:

(a) Admin Accounts

A user with an Admin account (each, an “Admin”) may:

- Access and use the Platform
- Send bonuses and flags to student users
- Manage schoolwide settings
- Customize the online school store
- View and manage school store orders made by student users
- Review and download reports to track school, student, and teacher progress

(b) Teacher Accounts

A user with a Teacher or Co-Teacher account (each, a “Teacher”) may:

- Access and use the Platform
- Send bonuses and flags to student users
- Customize the online teacher store
- View school store orders made by student users
- View and manage teacher store orders made by student users
- Review and download reports to track student or class progress

(c) Staff Accounts

A user with a Staff account (each, a “Staff”) may:

- Access and use the Platform
- Send bonuses and flags to student users
- View and manage school store orders made by student users, if permission is granted by an Admin user
- Review and download reports to track student progress

(d) Student Accounts

A user with a Student account (each, a “Student”) may:

- Access and use the Platform
- Redeem rewards at an online school and/or teacher store
- Review and cancel orders
- Review reports to track progress within the Platform

Bizi grants you a non-exclusive, non-transferable license to use the Platform during the Term solely for educational, professional, and non-commercial purposes, subject to the terms and conditions of this Agreement. All rights not expressly granted to you in this Agreement are reserved by Bizi and its licensors.

The Term of your right to use the Platform commences on the date your account is created and ends on the earlier of: (a) the date your school or district terminates your account, or (b) the date Bizi terminates your account. Access to the Platform is provided under an annual agreement between Bizi and the school or district, which covers all authorized account types. Bizi reserves the right to suspend or terminate any account if the applicable agreement is not current or if these Terms are not adhered to. Bizi is committed to equitable access and offers tiered and pilot pricing options — contact support@bizimotivates.com for information.

4. Software Platform License and Federal Funding Eligibility

Bizi's core platform license — which provides access to all features described in Section 3, including student recognition, BiziBucks awards, SIS integration, reporting, and the online school store — is available as a standalone annual subscription, priced on a per-student basis. Prorated and pilot pricing options may be available depending on school or district circumstances; contact support@bizimotivates.com for details.

Schools that purchase only the platform license (without the School Store Incentives Package described in Section 19) receive full access to the Platform's digital recognition and reinforcement infrastructure. The platform license is designed to support the following educationally purposeful functions that may align with Title I and similar federal education funding programs: reinforcing positive academic behaviors through a structured PBIS framework; providing educators with data and reporting tools to monitor student progress; supporting consistent implementation of schoolwide behavior and academic support strategies; and reducing administrative burden on teachers and staff, enabling more time for direct instruction and student support.

Bizi makes no representation that its platform license or any component of the School Store Incentives Package is eligible for use with Title I funds, federal grants, or any other specific funding source. Eligibility determinations for federal or state funding are the sole responsibility of the purchasing school or district, in consultation with the school's or district's legal counsel, finance office, or grants administrator. Bizi strongly encourages schools intending to use federal funds to purchase any Bizi product or service to conduct an independent review of applicable funding restrictions prior to completing a purchase.

Schools that wish to use federal or restricted funds for the platform license while funding the School Store Incentives Package separately through other sources — such as PTA funds, discretionary budgets, or sponsorship funds — may request separately itemized invoices for each component. Bizi's invoicing structure supports this approach, but the determination of whether any such funding arrangement complies with applicable federal, state, or local requirements remains solely the responsibility of the school or district. The School Store Incentives Package — which may include consumable items such as food and snacks, novelty items, and other non-educational goods alongside educational supplies — is particularly subject to federal and state funding restrictions, and schools should seek specific guidance before

applying restricted funds to that component.

5. Restrictions

Your use of the Platform is subject to the following limitations:

- (i) You must adhere to the Acceptable Use Policy in Section 6 below.
- (ii) The Site and Platform are the exclusive property of Bizi and may not be copied, modified, altered, redistributed, or used for commercial purposes in any way.
- (iii) You must retain any watermark or other legend bearing Bizi's proprietary rights notice on all exports, prints, and screenshots of the Site and Platform.
- (iv) You may not create internet links to the Site or frame or mirror any Site content on any other server or wireless or internet-based device.
- (v) You may not reverse engineer or access the Platform in order to: (a) build a competitive product or service; (b) build a product using similar ideas, features, functions, or graphics of the Platform; or (c) copy any ideas, features, functions, or graphics of the Platform or Site.
- (vi) You may not access or use the Platform in any manner that could damage, disable, overburden, or impair any Bizi accounts, computer systems, or networks.
- (vii) You may not attempt to gain unauthorized access to any part of the Platform or any Bizi accounts, computer systems, or networks.
- (viii) You may not interfere with or attempt to interfere with the proper working of the Platform or any Bizi accounts, computer systems, or networks.
- (ix) You may not use any robot, spider, scraper, or other automated means to access the Platform or any Bizi accounts, computer systems, or networks without Bizi's express written permission.
- (x) All Platform users access Bizi using school-issued single sign-on (SSO) credentials managed by the LEA. You may not share your SSO credentials or account access with any unauthorized person. Sharing of school-issued SSO credentials is also governed by your school or district's acceptable use policies and the terms of the applicable SSO provider. You are responsible for all activity that occurs through your account access and agree to notify Bizi and your school or district immediately if you become aware of any unauthorized use of your account.
- (xi) The Bizi platform and school store contain images from multiple sources. Images sourced and provided by Bizi are either Bizi's original content or are licensed from third-party stock

image providers, including Adobe Stock. Such images are licensed for display within the Platform only and may not be copied, downloaded, edited, or used outside the Platform for any purpose. Schools and administrators who upload their own images to customize their school or teacher store are solely responsible for ensuring they have the right to use and display those images, including any necessary rights related to brand names, trademarks, product packaging, or third-party copyrighted material. Bizi assumes no liability for images uploaded by schools or administrators.

6. Acceptable Use Policy

You agree not to use the Platform or Site for any purpose that is unlawful or prohibited by these Terms.

By accepting these Terms, you expressly agree that you will not use the Platform in any way that:

- (a) is false, misleading, or deceptive;
- (b) is defamatory, derogatory, degrading, or harassing of another person or constitutes a personal attack;
- (c) invades another person's privacy or involves the unauthorized collection, copying, or transmission of another person's confidential, sensitive, or personal information, including student personal information;
- (d) promotes bigotry, racism, hatred, or harm against any group or individual;
- (e) is pornographic, obscene, or otherwise inappropriate for a K-12 educational environment;
- (f) violates or infringes, or promotes the violation or infringement of, another person's rights, including intellectual property rights;
- (g) includes, uploads, or transmits any content — including images, descriptions, logos, or other material — for which you do not have the legal right to use and display on the Platform. School administrators who upload images or content to customize their school or teacher store are solely responsible for ensuring they have the necessary rights to use that content, including compliance with applicable copyright and trademark laws;
- (h) violates or promotes the violation of any applicable law or regulation, including laws and regulations designed to protect children;
- (i) contains a solicitation of funds, goods, or services, or promotes or advertises commercial goods or services unrelated to the educational purposes of the Platform;

- (j) contains software viruses, worms, Trojan horses, or other harmful or malicious code, files, scripts, or programs;
- (k) interferes with or disrupts the integrity, security, or performance of the Platform or the data contained therein; or
- (l) attempts to gain unauthorized access to the Platform or its related systems, networks, or data.

User-Generated Content — Comments, Flags, and Store Descriptions

Teachers and administrators have the ability to include comments when issuing bonuses and flags to students. These comments are visible to the student, their assigned teachers and administrators, and parents or guardians viewing their child's activity through the student account or the Parent Pay Period Recap Email. Teachers and administrators may also provide descriptions for school store items that are visible to students and parents.

Because Bizi serves students as young as five years old, all comments, descriptions, and communications submitted through the Platform must be age-appropriate, respectful, constructive, and consistent with the educational purpose of the Platform. Comments on bonuses and flags should reflect the professional standards expected of educators and should not contain language that is demeaning, personal in nature beyond educational feedback, or inconsistent with the student's school's conduct policies.

Bizi does not pre-screen user-generated content but reserves the right to review, remove, or take action on any content that violates these Terms. Bizi shall not be held liable for comments, descriptions, statements, or opinions posted by Admin, Teacher, Staff, or other users on the Platform. All such content is the sole responsibility of the individual who posted it and does not reflect the views or policies of Bizi. Bizi disclaims all liability for any claims, damages, or consequences arising from user-generated content or interactions on the Platform.

If you encounter a comment, description, or other content on the Platform that you believe violates these Terms or is inappropriate for a student audience, please report it to Bizi at support@bizimotivates.com. Bizi will review reported content and take appropriate action, which may include removal of the content and termination of the responsible user's account.

If you violate this Acceptable Use Policy or any other provision of these Terms, Bizi may immediately suspend or terminate your account, report the violation to relevant authorities, and pursue any remedies available under applicable law.

7. Eligibility

Bizi's platform is designed for use within K-12 educational institutions and is accessible to students as young as five years old. All student accounts are created by and through the

student's school or LEA — students do not self-register on the Platform.

For students under the age of 13, Bizi operates under the COPPA school operator exception (16 C.F.R. § 312.5(b)(1)), which permits LEAs to provide consent on behalf of parents for the collection of student personal information used solely for educational purposes. By executing a Data Privacy Agreement with Bizi and activating student accounts, the LEA confirms that it has obtained any parental authorization required under applicable law for each student under 13 prior to that student's access to the Platform.

By agreeing to these Terms, the LEA — and not individual teachers — accepts sole institutional responsibility for:

(a) obtaining any parental or guardian authorizations required under COPPA, FERPA, applicable state student privacy laws, or other relevant law in the LEA's jurisdiction, related to the collection and disclosure of student personal information to Bizi; and

(b) ensuring that students, parents, and guardians receive adequate disclosures regarding use of the Platform, including these Terms and Bizi's Privacy Policy.

Bizi relies on the LEA's execution of a Data Privacy Agreement and activation of student accounts as the LEA's good faith representation, made in accordance with 16 C.F.R. § 312.5(b)(1), that all required parental authorizations and disclosures are in place for each student whose account is activated on the Platform. Bizi's reliance on the LEA's representation is made in good faith and consistent with the COPPA school operator exception; however, Bizi reserves the right to suspend onboarding or student account activation for any LEA that cannot confirm compliance with applicable parental notification requirements. Bizi assumes no independent responsibility for obtaining parental consent or providing disclosures directly to parents, guardians, or students, except as expressly described in Bizi's Privacy Policy.

Bizi operates in compliance with applicable state student privacy laws in every state where it serves school districts, including California's SOPIPA (Cal. Ed. Code § 22584) and Florida's SOPIPA (Fla. Stat. § 1006.1494). These laws impose specific obligations on operators of online services used by K-12 students, and Bizi's data practices — including the prohibitions on targeted advertising, student profiling for commercial purposes, and sale of student data — are designed to meet or exceed the requirements of applicable state law regardless of the state in which the LEA is located.

8. User Feedback

Bizi welcomes and encourages feedback from all platform users to help improve and enhance the Bizi platform and its features. By submitting feedback, suggestions, ideas, or recommendations to Bizi — whether through the Platform, by email, or through any other channel — you acknowledge and agree that:

- (a) your submission is voluntary, and you are not obligated to provide feedback;
- (b) Bizi is under no obligation to review, implement, or respond to any feedback submitted;
- (c) Bizi shall not be liable to provide any financial compensation, attribution, credit, or other form of recognition for any feedback submitted, regardless of whether Bizi subsequently implements ideas that are similar to or derived from that feedback; and
- (d) all feedback submitted to Bizi becomes the property of Bizi and may be used, adapted, or incorporated into the Platform at Bizi's sole discretion without restriction.

Nothing in this section limits Bizi's ability to use feedback freely in connection with its products and services.

9. Copyrights and Trademarks

All content on the Site and Platform — including without limitation text, graphics, logos, icons, images, audio clips, digital downloads, data compilations, and the selection and arrangement thereof — is either the exclusive property of Bizi, licensed to Bizi by its licensors, or licensed from third-party stock image providers including Adobe Stock, and is protected by U.S. and international copyright laws. No content from the Site or Platform may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way without Bizi's prior written permission, except as expressly permitted by these Terms.

The trademarks, service marks, designs, and logos (collectively, the "Trademarks") displayed on the Platform are the registered and unregistered trademarks of Bizi and its licensors. You agree that you will not use, reproduce, or imply any endorsement by or affiliation with Bizi or its licensors by referencing Bizi's Trademarks in any public medium — including press releases, websites, social media, or marketing materials — without Bizi's prior written consent. Schools and districts seeking to reference Bizi in external communications, case studies, or marketing materials must follow the LEA Marketing Approval Process described in Bizi's partner guidelines.

Third-party brand names, product names, logos, and trademarks that may appear in school store listings are the property of their respective owners. Their appearance on the Platform does not imply any endorsement of or affiliation with Bizi, and Bizi makes no claim of ownership over any third-party marks.

10. DMCA Notice

Bizi respects the intellectual property rights of others and expects all Platform users to do the same. If you believe that content on the Platform infringes your copyright or other intellectual property right, please submit a written notice to Bizi's designated copyright agent at:

Bizi Inc. — DMCA Notice

Jack Gibson, COO & Co-Founder

jack@bizimotivates.com

1639 Lorimier Rd., Jacksonville, FL 32207

Your written notice must include all of the following:

- (a) identification of the copyrighted work or intellectual property right claimed to have been infringed;
- (b) identification of the specific material on the Platform claimed to be infringing, with sufficient detail to allow Bizi to locate it;
- (c) your full name, mailing address, daytime telephone number, and email address;
- (d) a statement that you have a good faith belief that the use of the material is not authorized by the copyright or intellectual property owner, its agent, or applicable law;
- (e) a statement that the information in your notice is accurate and, under penalty of perjury, that you are authorized to act on behalf of the owner of the right claimed to be infringed; and
- (f) your physical or electronic signature.

Upon receipt of a valid notice conforming to 17 U.S.C. § 512(c)(3), Bizi will promptly investigate and, where appropriate, remove or disable access to the allegedly infringing material. U.S. law provides significant penalties for submitting a DMCA notice falsely or in bad faith.

If you believe that content you posted was wrongly removed in response to a DMCA notice, you may submit a counter-notification to the address above in accordance with 17 U.S.C. § 512(g).

11. Third Party Websites, Content, Products and Services

The Bizi marketing website at www.bizimotivates.com may contain links to third-party websites for informational purposes. These links are provided as a convenience only. Bizi is not responsible for the content, accuracy, privacy practices, or availability of any third-party website, and the inclusion of a link does not imply endorsement or affiliation. Your access to and use of any third-party website is at your own risk and is subject to that website's own terms and privacy policy.

The Bizi platform application does not contain outbound links to third-party websites. Bizi does use third-party service providers to deliver certain platform functions, including automated email

communications described below. These providers operate under Bizi's direction as data processors and are subject to written Subprocessor Agreements that require data protection obligations no less stringent than those in Bizi's Data Privacy Agreements with LEAs and expressly prohibit the sale or unauthorized disclosure of student data. A complete list of Bizi's third-party service providers is available in the Privacy Policy at www.bizimotivates.com/privacy-policy.

Platform Email Communications

Bizi sends the following automated email communications through its third-party email service provider:

- **Teacher and Administrator Pay Period Recaps** — Teachers and administrators are automatically enrolled upon account creation to receive periodic recap emails aligned to each school's PBIS pay period schedule. These emails contain aggregate, class-level or school-level data only — including grade-level averages, total bonuses issued, total flags recorded, and total store purchases — and do not contain individually identifiable student information.
- **Parent Pay Period Recap Emails** — Parents and guardians may opt in to receive periodic recap emails summarizing their individual child's platform activity, including bonuses, flags, attendance rate, and store purchases. Parent enrollment requires SIS-based email verification as described in Bizi's Privacy Policy. Parents may unsubscribe at any time using the link included in every recap email.

Bizi is not responsible for the independent acts or omissions of third-party service providers where those acts fall outside the scope of Bizi's written agreements with those providers.

12. Monitoring and Enforcement

Primary responsibility for monitoring appropriate use of the Platform rests with the school or LEA. Schools and LEAs are accountable for ensuring that their authorized users — including teachers, staff, administrators, and students — use the Platform in accordance with these Terms and the LEA's own acceptable use policies. Bizi disclaims responsibility for damages arising from user-generated content or Platform misuse by users whose access is granted and managed by the LEA.

Bizi reserves the right, but is not obligated, to monitor Platform activity and user-generated content for compliance with these Terms. Bizi may, at its sole discretion, remove content, suspend access, or permanently terminate any account found to be in violation of these Terms. In cases involving potential harm to a student, Bizi reserves the right to notify the relevant school or district immediately.

13. Privacy Policy and Student Data

Bizi's Privacy Policy, available at www.bizimotivates.com/privacy-policy, is incorporated into these Terms by reference and describes in detail how Bizi collects, uses, processes, stores, shares, and protects personal information — including student personal information — in connection with the Platform.

By accessing or using the Platform, you acknowledge that you have read and understood Bizi's Privacy Policy and agree that Bizi may collect, use, process, store, and share personal information as described therein. For schools and LEAs that have entered into a Data Privacy Agreement with Bizi, the DPA governs the treatment of student personal information and takes precedence over both these Terms and the Privacy Policy where they conflict on those matters.

Bizi does not use student personal information to train artificial intelligence or machine learning models. Any internal use of AI tools for data analysis is conducted exclusively on aggregate or properly de-identified data and is subject to Bizi's internal data handling protocols, as described in Bizi's Privacy Policy.

Bizi does not sell, rent, or trade student personal information to any third party for any purpose. Bizi does not use student personal information to engage in targeted advertising directed at students, to amass profiles of students for commercial purposes, or for any purpose unrelated to providing educational services to the LEA. These prohibitions apply regardless of whether the student is under or over the age of 13 and apply to all student data processed through the Platform.

Accessibility

Bizi is committed to making the Platform accessible to all users, including those with disabilities. We are actively working toward compliance with applicable accessibility standards, including the Web Content Accessibility Guidelines (WCAG). If you have questions about accessibility, experience a barrier accessing any part of the Platform, or require an accommodation, please contact:

Jack Gibson, COO & Co-Founder

jack@bizimotivates.com

We will work with you and your school or district to address accessibility needs as promptly as possible.

Contact for Privacy Questions

For questions about Bizi's privacy practices, data collection, or your rights regarding personal information, please contact:

Jack Gibson, COO & Co-Founder

jack@bizimotivates.com

General privacy and support inquiries: support@bizimotivates.com

14. Indemnity

To the fullest extent permitted by applicable law, you agree to indemnify, defend, and hold harmless Bizi and its subsidiaries, parent companies, and affiliates, and their respective directors, officers, employees, contractors, and agents, from and against any and all third-party complaints, demands, claims, damages, losses, costs, liabilities, and expenses — including reasonable attorney's fees — arising from or relating to:

- (a) your violation of these Terms or any other agreement between you and Bizi;
- (b) your violation or infringement of any third-party rights, including intellectual property rights, privacy rights, or any applicable law or regulation;
- (c) any content you submit, post, upload, or transmit through the Platform, including comments on bonuses and flags, school store descriptions, or any other user-generated content; or
- (d) for schools and LEAs, your failure to obtain required parental or guardian authorizations prior to activating student accounts or permitting student access to the Platform.

This indemnification obligation survives termination of your account and these Terms. Bizi reserves the right to assume exclusive control of the defense of any matter subject to indemnification by you, at your expense, and you agree to cooperate with Bizi's defense of such claims.

Sovereign Immunity. Notwithstanding any other provision of this Section, for schools and Local Education Agencies (LEAs) that are governmental entities, nothing in this indemnification provision shall be construed as a waiver of sovereign immunity or governmental immunity protections available to such entities under applicable federal or state law, including but not limited to Florida Statute § 768.28 or equivalent statutes in other jurisdictions. The indemnification obligations of governmental LEAs under this Section shall apply only to the extent permitted by applicable law and shall not exceed the limits established by applicable sovereign or governmental immunity statutes.

15. Termination of Use

Bizi may, at its sole discretion and at any time, suspend, limit, or permanently terminate your access to or use of the Platform, with or without prior notice, including where Bizi determines

that you have violated these Terms, that your use poses a risk to the security or integrity of the Platform or its users, or that the applicable service agreement between your school or district and Bizi has lapsed or been terminated.

Where reasonably practicable and where doing so does not compromise the security of the Platform or other users, Bizi will provide notice to the school or district before terminating individual user accounts. In cases involving a material violation of these Terms — including violations that implicate student safety, data security, or applicable law — Bizi may act immediately without prior notice.

Termination

Upon termination of your account, your right to access and use the Platform ceases immediately. Data associated with terminated accounts will be handled in accordance with Bizi's Privacy Policy, the applicable Data Privacy Agreement, and Bizi's data retention and deletion schedule.

You agree that Bizi shall not be liable to you or any third party for any suspension, limitation, or termination of your access to or use of the Platform made in accordance with these Terms.

Change of Control

In the event of a merger, acquisition, or sale of all or substantially all of Bizi's assets, Bizi will notify LEAs in writing no later than sixty (60) days prior to the closing date of such transaction, or as soon as legally permissible. Any successor entity will be bound by these Terms and all active Data Privacy Agreements with respect to student personal information. LEAs may terminate their agreement with Bizi if the LEA reasonably determines that the successor cannot uphold the obligations herein. Data disposition upon such termination shall follow the schedule in Bizi's Privacy Policy and the applicable DPA.

16. Warranty Disclaimer and Limitation of Liability

THE BIZI PLATFORM, SITE, AND ALL CONTENT AND FUNCTIONALITY PROVIDED THEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. BIZI EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND TITLE. BIZI DOES NOT WARRANT THAT THE PLATFORM WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT ANY DEFECTS WILL BE CORRECTED.

BIZI DOES NOT PROVIDE PROFESSIONAL, LEGAL, MEDICAL, PSYCHOLOGICAL, OR BEHAVIORAL HEALTH ADVICE THROUGH THE PLATFORM. THE PLATFORM IS AN EDUCATIONAL INCENTIVE AND BEHAVIORAL SUPPORT TOOL AND SHOULD NOT BE

RELIED UPON AS A SUBSTITUTE FOR PROFESSIONAL ASSESSMENT OR INTERVENTION.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BIZI AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, AND THIRD-PARTY CONTENT PROVIDERS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES — INCLUDING WITHOUT LIMITATION LOSS OF REVENUES, LOSS OF DATA, LOSS OF GOODWILL, OR COST OF PROCUREMENT OF SUBSTITUTE SERVICES — ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THE PLATFORM, WHETHER BASED ON WARRANTY, CONTRACT, TORT, STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT BIZI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING THE FOREGOING, BIZI'S TOTAL CUMULATIVE LIABILITY TO ANY USER OR ENTITY FOR ALL CLAIMS ARISING UNDER OR RELATED TO THESE TERMS OR THE PLATFORM SHALL NOT EXCEED THE GREATER OF: (A) THE TOTAL AMOUNT PAID BY THE SCHOOL OR DISTRICT TO BIZI IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM, OR (B) ONE HUNDRED DOLLARS (\$100.00).

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES OR DAMAGES. IN SUCH JURISDICTIONS, BIZI'S LIABILITY SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

17. Waiver and Severability

The failure of Bizi to exercise or enforce any right or provision of these Terms at any time shall not constitute a present or future waiver of such right or provision, nor shall it limit Bizi's right to enforce that right or provision at a later time.

If any provision of these Terms is found by a court or arbitrator of competent jurisdiction to be invalid, illegal, or unenforceable, that provision shall be modified to the minimum extent necessary to make it enforceable, or severed from these Terms if modification is not possible, without affecting the validity or enforceability of the remaining provisions. The remaining provisions of these Terms shall continue in full force and effect.

18. Governing Law and Arbitration

General Governing Law

Except as provided below with respect to student data disputes, these Terms and any dispute or claim arising from or related to them — including non-contractual disputes — shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws rules.

Student Data Disputes

Notwithstanding the foregoing, any dispute, claim, or controversy arising out of or relating to the collection, use, protection, disclosure, or deletion of student personal information shall be governed by the terms of the applicable Data Privacy Agreement between Bizi and the relevant LEA, including the governing law and venue provisions of that agreement. Where a DPA is in effect, its governing law provision — which applies the law of the LEA's state — shall take precedence over the Florida governing law provision in this section with respect to student data matters. This carve-out reflects Bizi's commitment to operating in compliance with the student privacy laws of every state in which it serves school districts.

Arbitration

Except for student data disputes governed by an applicable DPA as described above, the parties agree that any dispute, case, or controversy arising out of or related to these Terms — including disputes regarding their breach, termination, or validity — shall, upon the request of either party, be submitted to binding arbitration administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures, before a single arbitrator at a location mutually agreed upon in writing by the parties, or if the parties cannot agree, conducted remotely via videoconference.

Any arbitration award shall be final and binding upon the parties, and judgment on the award may be entered in any court of competent jurisdiction. The costs of arbitration shall be borne equally by the parties, provided that each party shall bear its own attorneys' fees, expert costs, and evidence costs, except that the arbitrator may in their discretion allocate all or part of the arbitration costs — including reasonable attorneys' fees — to the prevailing party.

Class Action Waiver

To the fullest extent permitted by applicable law, each party waives its right to participate in any class action lawsuit, class-wide arbitration, private attorney-general action, or any other proceeding in which a party acts or proposes to act in a representative capacity. Individual proceedings may not be consolidated without the written consent of all parties. You acknowledge that this waiver is a material term of these Terms and that Bizi would not provide access to the Platform without it.

Exceptions to Arbitration

Nothing in this section prevents either party from seeking emergency injunctive or other equitable relief from a court of competent jurisdiction to prevent irreparable harm pending the resolution of a dispute through arbitration. Bizi may also pursue collection of unpaid fees through any available legal remedy without first resorting to arbitration.

19. Bizi Store Rewards

Students may earn BiziBucks through their participation in attendance, behavioral, and academic activities recognized through the Bizi platform. BiziBucks are awarded automatically based on data provided by the LEA through its Student Information System and are not independently tracked or assessed by Bizi.

BiziBucks are a virtual, non-transferable points system redeemable solely for rewards within the Bizi platform. BiziBucks have no cash value, are not legal tender, and may not be exchanged for real-world currency, goods, or services outside the Platform. BiziBucks are provided solely as an educational incentive mechanism and do not represent a property interest or financial asset of any kind. Bizi shall have no obligation to provide monetary compensation or reimbursement in exchange for earned or unused BiziBucks.

Each participating school maintains full control over its online school and teacher store. Schools retain the sole and exclusive right to determine the availability, nature, quantity, and type of rewards offered for redemption and may add, modify, or remove rewards at any time and for any reason. Schools are solely responsible for ensuring that any store modifications comply with their obligations to individual students, including students with Individualized Education Programs (IEPs) or other behavioral support plans in which PBIS incentives are formally documented.

Bizi does not manufacture or endorse any specific rewards offered through school-managed online stores. The safety, appropriateness, legality, allergen content, and suitability of rewards — whether sourced through Bizi’s School Store Incentives Package or independently procured by the school — are the sole responsibility of each school. Schools are solely responsible for obtaining any parental or guardian consents required before students receive, consume, or use any rewards, and for ensuring all rewards comply with applicable school health, safety, and nutrition policies. Bizi disclaims all liability for any claims, damages, losses, injuries, illnesses, disabilities, or death arising from the possession, use, or consumption of rewards provided through the Platform.

20. School Store Incentives Package

The following terms apply only to schools that have purchased the School Store Incentives Package and supplement the General Terms of Use above.

20.1 Overview and Package Identification

These Terms and Conditions govern participation in the school store incentives package offered by Bizi Inc., a Delaware corporation doing business in the State of Florida (“Bizi,” “we,” “us,” or “our”). This package may be referred to as the “Premium Implementation Package,” “Educational Incentives Package,” or “Incentives Package” in your quote, purchase order, invoice, or service agreement. Throughout these Terms, any such package is referred to as the

“Package.”

By purchasing or participating in the Package — including by submitting a purchase order, remitting payment against a Bizi invoice, or otherwise authorizing payment — the school (“you,” “your,” or “School”) agrees to be bound by these Terms. Payment of a Bizi invoice constitutes acceptance of these Terms regardless of whether a separate written agreement has been signed.

The Package provides implementation support for adopting Bizi as a schoolwide student recognition and positive reinforcement platform, including procurement and delivery of school store inventory selected by the School from Bizi’s available inventory menu. Only schools that have purchased the Package are entitled to the support and services described herein.

These Terms are incorporated into and subject to Bizi’s General Terms of Use, available at www.bizimotivates.com/terms-and-policies, which govern all matters not specifically addressed herein. In the event of a conflict between these Terms and the General Terms of Use, the General Terms of Use shall prevail unless these Terms expressly state otherwise. For schools that have also executed a Data Privacy Agreement with Bizi, the DPA governs all matters relating to student personal information and takes precedence over both these Terms and the General Terms of Use with respect to those matters.

The Package is available to schools in all states where Bizi operates. Schools located outside Florida should be aware that certain state procurement, contracting, or consumer protection laws may impose additional requirements beyond those described herein. Schools are responsible for ensuring their participation in the Package complies with applicable state and local procurement regulations, including any requirements related to competitive bidding, sole-source justification, or use of specific funding sources such as PTA funds, discretionary budgets, or sponsorships.

20.2 Package Fees and Invoicing

Participation in the Package is contingent upon payment of the invoiced amount as set forth in Bizi’s quote to the School. Bizi quotes each school individually based on the scope of services and inventory requested. The quote constitutes the agreed-upon scope and price for the Package. Upon the School’s acceptance — evidenced by a signed purchase order, written approval of the quote, or payment of the invoice — Bizi will proceed with Package fulfillment.

No refunds or credits will be issued for unused or unallocated funds. The Package fee covers Bizi’s service of managing and stocking the school’s store — it is not a direct purchase of a fixed quantity of goods by the School. Bizi procures and allocates inventory based on each school’s usage patterns, student spending activity, and anticipated demand throughout the academic year. Accordingly, Bizi is not obligated to expend the entirety of the School’s allocated funds on inventory if student usage or spending activity does not support such expenditure. Any portion of the allocated funds not applied to inventory procurement represents the cost of Bizi’s broader

service and is not refundable.

Bizi accepts payment through purchase orders, school checks, district payment processes, PTA funds, discretionary budgets, sponsorship funds, and other school or community funding sources. It is the School's sole responsibility to ensure that the funding source used to pay for the Package complies with all applicable district policies, state regulations, and grant or funding restrictions. Bizi makes no representation regarding the eligibility of the Package for any particular funding source, grant program, or procurement category.

20.3 Shipment of Inventory

Bizi will coordinate the procurement and shipment of school store inventory directly to participating schools. Shipments will be distributed across periodic installments throughout the academic year to ensure product availability and usability. Specific shipment dates will be communicated to the School's designated contact in advance.

Inventory shipments may include both consumable items — such as food, candy, and snacks — and non-consumable items — such as toys, school supplies, accessories, and similar goods — depending on the selections made by the School from Bizi's available inventory menu.

20.4 Inventory Selection and Ordering

Schools may select inventory from Bizi's predetermined menu of available options, or as otherwise mutually agreed upon in writing. Bizi may consider custom item requests but fulfillment of such requests is not guaranteed.

After each order is submitted, Bizi will email the School's designated contact with a list of items included in the shipment. Upon receipt, the School is required to:

Review the order confirmation and confirm via email that all items were received in acceptable condition; and

Notify Bizi within five (5) business days of receipt of any discrepancies, including missing items, damaged products, or expired goods.

Failure to report discrepancies within this timeframe may limit Bizi's ability to provide replacements or address concerns. Bizi will not be responsible for discrepancies reported after this period.

20.5 Inventory Use, Safety, and Limitations

Inventory supplied by Bizi is intended exclusively for use within the Bizi school store as part of the Platform's PBIS reward system. It may not be redistributed or repurposed for unrelated school events, programs, or functions. Schools are responsible for ensuring appropriate use,

supervision, and secure storage of all inventory items from the time of delivery.

Consumable Items and Allergen Responsibility

The Package may include food, candy, snacks, or other consumable items selected by the School from Bizi's inventory menu. Bizi sources consumable items from reputable suppliers and all items are commercially packaged with manufacturer-provided ingredient and allergen information included on the product packaging. Schools are solely responsible for: (a) reviewing product packaging for allergen, ingredient, and nutritional information before distributing any consumable item to students; (b) ensuring that consumable items are appropriate for the specific students in their school, including students with known food allergies, dietary restrictions, or medical conditions; (c) obtaining any parental or guardian consent required before distributing consumable items to students; and (d) complying with all applicable school, district, and state health, nutrition, and food safety policies. Bizi does not independently verify, assess, or warrant the allergen content, nutritional value, or medical suitability of any consumable item for any individual student. Bizi strongly encourages schools to review all product packaging upon receipt and to communicate relevant product information to parents and guardians before items are made available to students.

While Bizi will make reasonable efforts to ensure allocated funds support the school's store throughout the academic year, Bizi cannot guarantee sufficiency of funds. Factors outside Bizi's control — including higher-than-expected redemption rates, spoilage or expiration of perishable goods, or misuse of inventory in violation of these Terms — may result in fund depletion before year end. Bizi will notify the School's designated contact as soon as practicable in such circumstances. The School may then choose to: (a) allocate additional funds to continue the Bizi-managed inventory service; or (b) independently supplement the school store with inventory procured outside the Package. Bizi shall have no obligation to continue providing inventory once allocated funds are exhausted.

20.6 Parental Consent

The School is solely responsible for obtaining any parental or guardian consent required before students receive, consume, or use any rewards or inventory items provided through the Bizi school store, including consent related to food allergies, dietary restrictions, or specific item suitability. Bizi does not collect, manage, or verify parental consent on behalf of schools. By participating in the Package, the School acknowledges this responsibility and agrees to hold Bizi harmless for any failure to secure required consent.

20.7 Inventory Management and Pricing Adjustments

Bizi reserves the right to adjust the BiziBucks pricing of items in the school's online store if usage patterns indicate that inventory is being depleted at unsustainable rates. Any such adjustment will be communicated in writing to the School's designated contact and will not exceed a reasonable adjustment necessary to ensure continued operational efficiency of the

school store through the end of the academic year.

20.8 Indemnification

The School agrees to indemnify, defend, and hold harmless Bizi, its officers, directors, employees, affiliates, agents, and licensors from and against any and all claims, demands, losses, liabilities, damages, costs, and expenses — including reasonable attorneys' fees — arising out of or related to:

- The School's use, handling, storage, distribution, or supervision of inventory after delivery, including any injury, illness, allergic reaction, or harm suffered by students, staff, or third parties in connection with such inventory;
- The School's failure to review product allergen and ingredient information or to communicate that information to parents and guardians before distributing consumable items to students;
- The School's misuse of inventory in violation of these Terms;
- The School's failure to obtain required parental or guardian consents;
- Any claims brought by third parties, including parents, guardians, or students, arising from the School's actions or omissions in connection with the Package; or
- Any negligence or willful misconduct by the School or its employees, staff, or agents.

Sovereign Immunity. Notwithstanding the foregoing, for Schools and LEAs that are governmental entities, the indemnification obligations in this Section apply only to the extent permitted by applicable law and shall not be construed as a waiver of any sovereign immunity or governmental immunity protections available under federal or state law, including but not limited to Florida Statute § 768.28 or equivalent statutes in other jurisdictions.

20.9 Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BIZI SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, PERSONAL INJURY, ALLERGIC REACTION, ILLNESS, OR HARM — INCLUDING WITHOUT LIMITATION DEATH OR BODILY INJURY — ARISING OUT OF OR RELATED TO THE CONSUMPTION, HANDLING, DISTRIBUTION, OR USE OF ANY INVENTORY PROVIDED THROUGH THE PACKAGE, WHERE SUCH HARM RESULTS FROM THE SCHOOL'S ACTIONS, OMISSIONS, OR FAILURE TO COMPLY WITH THESE TERMS, INCLUDING THE SCHOOL'S FAILURE TO REVIEW PRODUCT ALLERGEN INFORMATION OR OBTAIN REQUIRED PARENTAL CONSENT.

BIZI'S TOTAL LIABILITY TO THE SCHOOL FOR ANY CLAIM ARISING UNDER OR RELATED TO THESE TERMS OR THE PACKAGE SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE SCHOOL FOR THE PACKAGE IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM. BIZI SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, REGARDLESS OF THE THEORY OF LIABILITY.

Schools are solely responsible for the storage, handling, distribution, and supervision of inventory once delivered. By participating in the Package, the School expressly waives any claims against Bizi for incidents arising from the School's post-delivery handling of inventory.

20.10 No Satisfaction Guarantee

Bizi does not offer satisfaction guarantees on products or services provided through the Package. If you encounter issues or are dissatisfied with any aspect of the inventory or service, please contact Jack Gibson, COO & Co-Founder, at jack@bizimotivates.com or support@bizimotivates.com so we can work to address your concerns and improve our offerings.

20.11 Force Majeure

Bizi shall not be liable for any delay or failure to perform its obligations under these Terms where such delay or failure results from causes beyond Bizi's reasonable control, including but not limited to natural disasters, pandemics, supply chain disruptions, labor disputes, government actions, war, terrorism, or failure of third-party vendors or carriers. Bizi will notify the School as soon as reasonably practicable of any force majeure event and will use commercially reasonable efforts to resume performance. The affected obligations will be suspended for the duration of the force majeure event without liability to either party.

20.12 Termination

Bizi may suspend or terminate the School's participation in the Package, with or without prior notice, if the School:

- Materially breaches any provision of these Terms and fails to cure such breach within ten (10) business days of written notice from Bizi;
- Misuses inventory in violation of Section 20.5;
- Fails to make required payments; or
- Engages in conduct that Bizi reasonably determines is harmful to Bizi's reputation, operations, or legal standing.

Upon termination, all outstanding balances become immediately due and payable. Package disputes should be directed in the first instance to Jack Gibson, COO & Co-Founder, at jack@bizimotivates.com, with a 30-day informal resolution period before either party may invoke arbitration under Section 17. To the extent any Package dispute involves or relates to the collection, use, protection, disclosure, or deletion of student personal information, the governing law and dispute resolution provisions of the applicable Data Privacy Agreement between Bizi and the relevant LEA shall control that portion of the dispute, consistent with Section 17 of these Terms. The arbitration provisions of Section 17 govern all remaining Package disputes not involving student personal information.

21. Updates and Modifications

Bizi may update these Terms from time to time to reflect changes in our services, legal requirements, or operational practices. For non-material changes, updated Terms will be effective upon posting at www.bizimotivates.com. For material changes that significantly affect the rights or obligations of participating schools, Bizi will provide written notice to the School's designated contact no less than 30 days before the changes take effect. Continued participation in the Package following the effective date of any updated Terms constitutes acceptance of those changes.