

These Terms of Service constitute a legally binding agreement between you (“you” or “Subscriber”) and BFLOW Solutions, Inc., a California corporation (“we” or “BSI”) governing your use and access of BSI’s billing and compliance management software platform (the “Platform”) and the software and services made available through the Platform (collectively the “Services”).

By clicking the “I AGREE WITH THE BFLOW SERVICES AGREEMENT” box, you agree to be bound by these Terms of Service.

These Terms of Service include provisions for individual, binding arbitration – the parties are waiving their right to a class action or to have their disputes resolved by a judge and/or jury. See Section 25 for more information.

Internet technology and the applicable laws, rules, and regulations change frequently. We reserve the right to make changes to these Terms of Service at any time. Continued access and/or use of the Platform in any manner constitutes assent to any new Terms of Service that may be posted on the Platform.

1. Platform Services. BSI is in the business of providing revenue cycle consulting, billing and compliance management software platform, including organizational and claims review services for healthcare companies providing care, treatment or services to Medicare, Medicaid, Commercial Insurance, and cash-paying customers and beneficiaries (collectively referred to as “Payors” or “Payor”). Subscriber provides medical supplies to Payor beneficiaries and enters into this agreement with BSI to obtain billing and compliance management software subscription services from BSI.
2. Definitions. The following terms shall be capitalized throughout this Agreement and shall be defined as follows:
3. Authorized Users. The term “Authorized Users” refers to all individuals authorized by Subscriber to access Subscriber’s account and selected Services.
4. Content. The term “Content” shall mean any and all text, data, code, software, graphics, information, Service Data, images or other materials submitted, uploaded, imported, communicated or exchanged with Subscriber to facilitate the provision of Services under this Agreement.

5. De-Identified Data. The term “De-Identified Data” refers to personally identifiable data that has been de-identified in accordance with the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
6. PHI. The term “PHI” refers to a patient’s protected health information (“PHI”) as defined by the Health Information Portability and Accountability Act of 1996 (“HIPPA”).
7. Service Data. The term “Service Data” means all medical practice operational, financial, medical services, patient and insurance-related data input by

Subscriber, including PHI.
8. Subscription Fees. The term “Subscription Fees” refers to the fees associated with the Subscription Tier selected on the Platform.
9. Subscription Tier. The term “Subscription Tier” refers to the services and pricing package provided by BSI to Subscriber upon selection and purchase by

Subscriber.
10. Subscriber’s Trademarks. The term “Subscriber’s Trademarks” shall mean any trademarks, service marks, design marks, symbols, logos

and/or other indicia of source owned or used under license by Subscriber, and all goodwill associated therewith.

11. Facility. Office location identified in the BFLOW system regardless of the existence of an NPI number. Subscriber is billed for each “Facility” in BFLOW.
12. Revenue Cycle Consulting and Billing Services. BSI will provide Services to Subscriber in accordance with the terms and conditions of the Subscription Tier selected by Subscriber on the Platform. In order to provide such services, Client shall (a) provide all claims information and supporting documentation required by Payors and as otherwise necessary to ensure claims will be properly paid and reimbursed by Payors, (b) input of all relevant information into the Platform, (c) timely approve and submit all claims, and (d) provide copies of any and all Explanation of Benefit forms received by mail from insurance payors as well as records of patients received directly from patients.
13. Subscription Services. BSI will provide Services to Subscriber in accordance with the terms and conditions of the Subscription Tier selected by Subscriber on the Platform or in Exhibit D Subscription Tier services and pricing shall be confirmed by BSI and Subscriber in

writing through BSI's Fee Schedule and Business Services Election Form, which is incorporated by reference as though fully set forth herein. BSI may from time to time issue updated versions of the software and Services. You consent to such automatic updates in services and pricing and agree that this Agreement will apply to all such updates.

14. Your BSI Account. To be eligible to use the Services, you must (a) be at least 18 years of age or have the legal capacity to enter into a binding contract in your country of residence, (b) establish an online account and accept this Terms of

Service, and (c) execute BSI's Business Associates Agreement.

15. Authorized Access. BSI will permit account access to the Authorized Users provided administrative log-in credentials by Subscriber. Users are entirely responsible for maintaining the confidentiality and security of their login information. Subscriber is responsible and shall be liable for any and all activities that occur under Subscriber's account. Subscriber must immediately notify BSI of any change in authorization, any unauthorized use of Subscriber's account or, or other account related security breach of which Subscriber becomes

aware. BSI will not be liable for any loss or damage arising from your failure to keep your login and account secure.

16. End-User License Agreement (“EULA”). BSI hereby grants to Subscriber a limited, non-exclusive, non-sublicensable, non-transferable, revocable license to access and utilize the Services during the Subscription Term. Unless otherwise stated herein, nothing in this Terms of Service gives Subscriber or its Authorized Users a right or license to use any of BSI’s copyrights, trade names, trademarks, service marks, logos, domain names, or any other intellectual property rights.
17. Use Restrictions. Subscriber will not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to discover or otherwise disclose to any third party that competes with BSI, the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services. Subscriber will not make the Services, software, documentation or data available for the benefit of any third party, or sell, resell, license, sublicense, distribute, rent or lease the Services, software, documentation or data to any third party for any purpose, commercial or otherwise.

18. Content License. Subscriber retains all right, title and license in its Content and Service Data, including the medical practice operational, financial, patient, medical services and insurance-related data generated by Subscriber in its use of the Services. Subscriber hereby grants to BSI a non-exclusive, perpetual, sublicenseable, irrevocable, royalty-free, worldwide right and license to collect, process, store, host, copy, transmit, display, distribute, disseminate, modify, and create derivative works of any and all Subscriber Content for (a) the purposes of providing the Services, (b) to de-identify the Service Data, and (c) to perform analytics on anonymized Service Data at the aggregate level.
19. De-Identified Data & Transactional Data. BSI shall own all right, title and license to any De-Identified Data created, generated and/or derived from the Service Data by BSI as well as any anonymized transactional data generated and/or derived from the Service Data by BSI for analytic and benchmarking purposes ("Transactional Data"). BSI shall retain the unrestricted right, in its sole and absolute discretion, to utilize such De-Identified and Transactional Data for any purpose whatsoever, both commercial and non-commercial, without

compensation or accounting to Subscriber. If BSI does not automatically own such De-Identified and Transactional Data upon its creation, Subscriber hereby assigns all right, title and interest in and to such De-Identified and Transactional Data to BSI.

20. Feedback License. BSI consider any suggestions, ideas, proposals or other comments or materials submitted by Subscriber and its Authorized Users, whether solicited or unsolicited, (collectively, the “Feedback”) to be non-confidential and non-proprietary. We shall not be liable for the disclosure, use or exploitation of such Feedback. You hereby grant to BSI a worldwide, non-exclusive, perpetual, irrevocable, royalty-free and transferable right and license to incorporate, use, publish and exploit the Feedback for any purpose whatsoever, commercial or otherwise, without compensation or accounting.
21. Promotional License. Subscriber grants to BSI a license to use Subscriber’s Trademarks to market and promote the Services. This includes the worldwide right to copy, translate, broadcast, transmit, distribute, exhibit, perform, publish and display Subscriber’s Trademarks as incorporated into BSI’s marketing

and promotional materials. BSI is granted no other rights to Subscriber's Trademarks and acknowledges that it shall not gain any proprietary interest in Subscriber's Trademarks. BSI is under no obligation to make use of or to provide compensation for any of the rights or permissions granted herein. BSI shall be the exclusive owner of all right, title, and interest, including copyright, in BSI marketing and promotional materials. Subscriber's permission for BSI to use Subscriber's Trademarks may be terminated at any time with thirty (30) days written notice to support@bflowsolutions.com.

22. Third Party Account Credentials & Authorization. To enable BSI to import/extract Content on behalf of Subscriber, Subscriber shall provide to BSI the account credentials for applicable third party services and applications ("Third Party Platforms") and hereby authorizes BSI to utilize Subscriber's account credentials for purposes of providing the Services under this Terms of Service. BSI shall not be liable to Subscriber for any damages in the event any Third Party Platforms terminates Subscriber's account or access to their services as a result of providing BSI with the authorization to access Subscriber's accounts.

23. Subscription Fees and Term. Fee-based subscription Services are quoted in U.S.

dollars on the Platform, pursuant to the following terms:

1. Payment: You expressly authorize us to charge the applicable Subscription

Fees pursuant to the Subscription Tier selected by you and itemized in the Fee Schedule and Business Services Election Form. Subscriber authorizes payment of all applicable fees through the payment method selected by Subscriber on the Platform.

2. Declined Credit Card Charges. Declined credit card charges shall incur a \$65.00 fee due immediately. In addition to any other rights or remedies available to BSI, three consecutive months of declined charges will result in the suspension or termination of your Services.

3. Late Payments. In the event BSI is unable to process payment of the applicable fees, BSI reserves the right to suspend or terminate services for payments that are more than fifteen (15) days past due. Past due payments will accrue interest at the

greater of 1.5% monthly or the highest interest rate allowable under applicable law.

4. **Subscription Term:** The term of the subscription will commence on the date the subscription is selected and shall continue for one year (“Subscription Term”), and any renewal thereof, until terminated pursuant to this Agreement.
5. **No Refunds:** Subscriber shall be responsible for all fees for the entire Subscription Term. Fees will not be prorated upon cancellation and/or termination and all fees paid through the date of termination are nonrefundable.
6. **Annual Training update:** The maintenance and upkeep of the BFLOW Software requires us to continually develop and maintain training, frequently asked questions (FAQ), chat, video and other related instructional resources. The fee associated with this update is billed annually at \$499 USD
7. **Data storage:** A fee of \$15 per gigabyte shall be collected monthly to cover data storage, backup and maintenance of uploaded patient medical records and related data.

24. Liquidated Damages. In the event the Services are terminated by Subscriber prior to the expiration of the initial, or any renewal, Subscription Term, Subscriber shall within ten (10) days of the effective date pay to BSI a termination fee as liquidated damages equal to: (a) 100% of the Total User Fees Per Month and Total Monthly Service Fees, as set forth in the applicable Fee Schedule and Business Services Election Form, that would have been paid for the Services had the Services been provided for the entire duration of the then current

Subscription Term, and (b) 100% of the total Per Transaction Fees paid by

Subscriber in three (3) highest grossing months of Per Transaction Fees paid to BSI in the 12 months preceding Subscriber's early termination or \$5500.00, whichever is greater (collectively the "Termination Fee"). BSI and Subscriber acknowledge and agree that the Termination Fee reflects a reasonable measure of the actual damages incurred by BSI and do not intend for it to be a penalty for early termination.

25. Subscription Automatic Renewal- Your Subscription Will Renew Unless You Cancel: BSI shall automatically renew Subscriber's subscription and charge

Subscriber's account on the last day of the applicable Subscription Term (the

"Renewal Date"), unless Subscriber PROVIDES WRITTEN NOTICE OF CANCELLATION BY EMAIL NO SOONER THAN 120 DAYS BEFORE THE RENEWAL

DATE AND NO LATER THAN 90 DAYS BEFORE THE RENEWAL DATE at support@bflowsolutions.com. The renewal fees will be the current rate then in effect at the time of renewal.

26. Confidentiality & Non-Disclosure.

27. BSI's Confidential Information. Subscriber shall not disclose BSI's financial terms, source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services, any software, documentation or data related to the Services and any and all information defined as "Trade Secrets" under the Uniform Trade Secrets Act ("BSI Confidential Information") to any third party without BSI's prior written consent or authorization under this Agreement.

Subscriber shall not use any Confidential Information for any purpose outside the scope of this Terms of Service.

28. Subscriber's Confidential Information. BSI shall not disclose any Content (excluding De-Identified Data) generated by Subscriber in its use of the Services to any third party for any purpose outside the scope of this Terms of Service.
29. Notice. In the event either Party is requested or required by legal process to disclose any of the other Parties' Confidential Information, the receiving party shall give the disclosing party prompt notice so that it may seek a protective order or other appropriate relief prior to any such disclosure.
30. Equitable Relief. Both parties agree that money damages will not be a sufficient remedy for any breach by the receiving party of this Section 15 and that the disclosing party will be entitled to seek equitable relief, including injunction and specific performance, as a remedy for any such breach, without having to post any bond or any other form of security, without having to show any likelihood of irreparable harm, and without having to prove that money damages would be an inadequate remedy.

31. Authorization to Disclose to Third Party Channel Partners/Service Providers. You hereby authorize BSI to disclose, request and receive PHI and related patient and medical services information on your behalf from BSI's third party service providers and channel partners who facilitate the provision of Services pursuant to this Terms of Service.

32. HIPPA Compliance.

33. By Subscriber:

34. Compliance. Subscriber shall comply with all state and federal laws pertaining to the protection of their patient's PHI, including a Notice of Privacy Practices in compliance with HIPPA, and the regulations promulgated thereunder.

35. Written Authorization. Subscriber shall obtain from its patients written authorization to disclose PHI to BSI for purposes of providing the Services, including the express disclosure that BSI shall share PHI with third party service providers and channel partners whom facilitate the provision of its Services.

iii. Business Associate Agreement. Subscriber shall execute BSI's Business Associate Addendum prior to utilizing the Services.

1. By BSI: BSI shall comply with all state and federal laws pertaining to the protection of Subscriber's patients' PHI, including, but not limited to, HIPPA, and the regulations promulgated thereunder.
2. Privacy. Each Party shall comply with any and all privacy rules or regulations and/or data collection laws or regulations applicable to use of the Content submitted in connection with the use of the Services.
3. Representations and Warranties:
4. By Each Party: Each Party represents and warrants that each Party (i) is a business duly incorporated and in good standing under the laws of its state of incorporation, (ii) has all requisite corporate power and authority to execute, deliver, and perform its obligations under this Terms of Service, and (iii) shall comply with all federal or state laws or regulations applicable to the performance of its obligations under this Terms of Service.
5. By Subscriber: Subscriber represents and warrants: (i) it is not the subject of any existing investigation regarding its processing and handling of Payors claims; (ii) (3) it is active and in good standing in

any state claims in which claims are to be submitted; (iii) it has a valid and legally effective: (1) Provider/supplier number;

(2) accreditation; and (3) surety bond required by Medicare.

6. Export Compliance. Services may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents and warrants that it is not named on any U.S. government denied-party list. Subscriber shall not permit access or use any Services in a U.S. embargoed country or in violation of any U.S. export law or regulation.

7. Termination. This Terms of Service shall automatically terminate upon the bankruptcy or insolvency of either party. Either party may terminate this Terms of

Service if the other party breaches any material provisions of this Terms of Service and fails to cure such breach within fifteen (15) days after receipt of written notice of such breach. The following Sections survive termination of this Terms of Service: Individual Arbitration, Content License, Feedback License,

Promotional License, Liquidated Damages, Confidentiality & Non-Disclosure,

Disclaimer of Warranties, Disclaimer of Third Party Conduct,
Limitation of

Liability, Indemnity, and Governing Law.

8. **Post-Termination Service Data Access.** For a period of sixty (60) days following termination or expiration of the Subscription Term, Subscriber may, for an additional charge as agreed to in writing by the parties, retain BSI to extract the Service Data and transfer to a mutually agreed upon digital depository. After expiration of the sixty-day period, BSI, shall, without liability or obligation of further notice to Subscriber, delete Subscriber's account and destroy all Service Data in accordance with the provisions of HIPPA and the Business Associate Addendum.
9. **Security.** All Service Data is stored in highly secure data centers. BSI shall protect the security of all Service Data pursuant to commercially acceptable standards, but in no case less than reasonable care. BSI will implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of the Service Data.
10. **Back Up Data Responsibility.** BSI will use good faith commercially reasonable efforts to backup data periodically. BSI cannot guarantee

that a backup of data input by Subscriber in the 24 hours prior to any outage will be available for restore upon your request and shall not be liable for any such loss of data or damages arising therefrom.

11. Customer Questions. Subscriber questions or issues may be directed by email at support@bflowsolutions.com to address any issues you may have regarding your use of the Platform. Most concerns can be quickly resolved in this matter.

12. Individual Binding Arbitration.

EXCEPT AS OTHERWISE STATED HEREIN, any claim or controversy with BSI arising out of or relating to the Platform, Services and/or this Agreement (including its formation, interpretation, performance, enforceability and breach) shall be settled by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, excluding any rules or procedures governing or permitting class actions. Any judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Federal Arbitration Act shall govern the interpretation and enforcement of this Agreement.

ANY ARBITRATION UNDER THIS AGREEMENT WILL BE ON AN INDIVIDUAL BASIS ONLY.

THE PARTIES EXPRESSLY WAIVE THEIR RIGHT TO FILE OR JOIN A CLASS ACTION OR PRIVATE ATTORNEY GENERAL ACTION, OR TO CONSOLIDATE THEIR ARBITRATION

WITH OTHER ARBITRATIONS. YOU ARE WAIVING YOUR RIGHTS TO HAVE YOUR CASE DECIDED BY A JUDGE OR JURY. IF ANY PROVISION OF THIS ARBITRATION AGREEMENT IS FOUND UNENFORCEABLE, THE UNENFORCEABLE PROVISION SHALL BE SEVERED AND THE REMAINING PROVISIONS SHALL REMAIN ENFORCEABLE.

The AAA's rules, as well as forms for initiating arbitration proceedings, are available at www.adr.org. When initiating a request to arbitrate with the AAA, you must also send a copy of the completed form to: 8050 North Palm Avenue, Suite 300, Fresno, California 93711.

Exception – Small Claims Court Claims. Notwithstanding the parties' agreement to resolve all disputes through arbitration, either party may seek relief in small claims courts for disputes or claims within the scope of that court's jurisdiction.

29. Copyrights. The Platform 's logos, design, text, graphics, and other files, and the selection arrangement and organization thereof, are owned by BSI. 2017

BFLOWsolutions, Inc. ALL RIGHTS RESERVED.

30. Trademarks: The Platform and its logos, page headers, custom graphics, button icons and scripts are trademarks or trade dress of BSI.

31. Ownership and Use: Unless otherwise stated herein, nothing in this Agreement or your use of the Platform and Services gives you a right or license to use any of our copyrights, trade names, trademarks, service marks, logos, domain names, or any other intellectual property rights.

32. Future Functionality. Subscriber agrees that Subscription to the Services is not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by BSI regarding future functionality or features.

33. DISCLAIMER OF WARRANTIES. TO THE EXTENT PERMITTED BY APPLICABLE

LAW, THE PLATFORM OR SERVICES INCLUDED ON OR OTHERWISE MADE

AVAILABLE TO YOU THROUGH THIS TERMS OF SERVICE ARE PROVIDED ON AN

“AS IS” AND “AS AVAILABLE” BASIS. BSI DOES NOT REPRESENT OR WARRANT

THAT THE SERVICES (I) WILL BE UNINTERRUPTED, TIMELY OR SECURE, (II) WILL

BE FREE OF DEFECTS, INACCURACIES OR ERRORS, (III) WILL MEET YOUR

REQUIREMENTS, OR (IV) WILL OPERATE IN THE CONFIGURATION OR WITH

OTHER HARDWARE OR SOFTWARE YOU USE. BSI EXPRESSLY DISCLAIMS ANY

AND ALL REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND,

EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES

OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NON-INFRINGEMENT.

34. DISCLAIMER OF THIRD PARTY CONDUCT. BSI DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS AND CONDUCT OF ANY THIRD PARTIES, INCLUDING THIRD PARTY SERVICE PROVIDERS AND CHANNEL PARTNERS WHOM PROVIDE THE SERVICES SELECTED BY SUBSCRIBER. TO THE EXTENT

PERMITTED BY APPLICABLE LAW, BSI MAKES NO WARRANTIES REGARDING

THIRD PARTY SERVICES, GOODS, RESOURCES AND INFORMATION INCLUDING,

WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NON-INFRINGEMENT AND WILL NOT BE

LIABLE FOR YOUR USE OF OR RELIANCE ON SUCH THIRD PARTY SERVICES, GOODS, RESOURCES OR INFORMATION.

35. **DISCLAIMER OF LIABILITY:** BSI shall not be liable for any delays in claim processing or otherwise as a result of non-compliant, late submissions or non-submission of information or claims by Subscriber. BSI does not warrant that noncompliant claims can be corrected for subsequent billing submission. Subscriber is responsible for verifying the accuracy of all claims processed through the Platform. BSI shall not be liable for any errors or inaccuracies in any claims processed through the Platform.

36. **LIMITATION OF LIABILITY.** SUBSCRIBER'S USE OF THE SERVICES IS AT ITS SOLE RISK. TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER BSI NOR ANY

OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES WILL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES (INCLUDING DAMAGES FOR LOST PROFITS, SECURITY BREACH, LOST DATA OR LOSS OF GOODWILL) ARISING OUT OF, RELATING TO OR CONNECTED WITH THE USE OF THE SERVICES, EVEN IF BSI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL BSI'S AGGREGATE LIABILITY, OR THAT OF ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF, OR OF THE INABILITY TO USE, THE PLATFORM OR SERVICES, EXCEED THE FEES PAID TO BSI IN THE THREE (3) MONTHS PRIOR TO THE EVENT GIVING RISE TO YOUR CLAIM.

37. INDEMNITY. To the maximum extent permitted by law, Subscriber agrees to indemnify, defend and hold harmless BSI, and its subsidiaries, affiliates, officers, directors, shareholders, employees,

representatives, agents, volunteers, attorneys, managers, licensors, business partners and each of their respective successors and assigns (the “Indemnified Parties”) from and against all damages, losses, liabilities, claims, expenses, fees or costs (including, without limitation, reasonable attorneys’ fees and costs) incurred in connection with any claim, demand or action brought or asserted against any of the Indemnified Parties arising out of or relating to Subscriber’s (a) use of the Services (b) breach of this Terms of Service, (c) violation of its HIPPA and related obligations under state and federal law, (d) violation of any other state or federal law, including, without limitation, any applicable privacy or data security laws, (e) violation of any third party right, including without limitation any intellectual property right, publicity, property or privacy right, and/or (e) a breach of Subscriber’s representation or warranties under this Terms of Service.

38. Miscellaneous Provisions.

39. Force Majeure. BSI will not be liable or responsible for any delays in providing the Services, or for failing to provide the Services, as a result of any event beyond its reasonable control, including, without

limitation, adverse weather conditions, internet outage or interruption of service, telecommunications or power outage, fire, flood, civil disobedience, labor disruptions, strikes, lockouts, freight, embargoes, terrorism, natural disaster, war or acts of God.

40. Severability. The validity or unenforceability of any provision of this Terms of Service shall not affect the validity or enforceability of any other provision of this Terms of Service.
41. Modifications. Our employees, volunteers or agents are not authorized to vary our Terms of Service. No modification of these Terms of Service shall be effective unless it is in writing and either signed by an authorized representative of BSI or posted on the Platform.
42. Choice of Law. This Terms of Service shall be governed by and construed and enforced in accordance with the laws of the State of California, without regard to or application of California's conflict of law principles. The parties consent to the jurisdiction of the State of California, and venue in the County of Fresno, with regard to any controversy or claim arising out of or relating to this Terms of Service, or the breach thereof.

43. Assignment. You shall not assign any of the rights or obligations under this Term of Service without the prior written consent of BSI. BSI may at any time assign, transfer or subcontract any or all of its rights or obligations under these Terms of Service without your consent. This Terms of Service is binding on and inures to the benefit of the Parties and their respective successors and permitted assigns.
44. No Waiver. No failure or delay by a party exercising any right, power or privilege under this Terms of Service will operate as a waiver thereof.
45. No Agency. No agency, partnership, joint venture, employee-employer, or franchiser-franchisee relationship is intended or created by this Terms of Service.
46. Interpretation. Headings are for reference purposes only and do not limit the scope or extent of such section.
47. Notices. All notices required or permitted to be given under this Terms of Service will be in writing and delivered to: BSI at 8050 North Palm Avenue, Suite 300, Fresno, California. All notices will be sent to you by email or will be conspicuously posted on the Platform.
48. Entire Agreement. This Terms of Service comprises the entire agreement between the parties and supersedes all prior or

contemporaneous agreements, written or oral, between the parties regarding the subject matter contained herein.

49.