

Baotris LLC Terms of Use
Last Revised: June 15, 2021

These Terms of Use (“Terms of Use”) govern your use of the Baotris LLC (“Baotris,” “us” or “we”) website located at www.baotris.com and any subdomains thereof (collectively, the “Website”). By accessing or using the Website, and any other services, such as downloading our applications, that we make available to you via your use of the Website (the “Online Services”), you (“you” or the “User”) agree to be bound by these Terms of Use. If you do not agree to abide by these Terms of Use, you are not authorized to use or access (or continue to use or access) the Website or the Online Services.

PLEASE READ THESE TERMS OF USE AND OUR PRIVACY POLICY ([“PRIVACY POLICY”](#)) CAREFULLY. BY ACCESSING THE WEBSITE, DOWNLOADING ANY INFORMATION OR MATERIALS THAT WE MAKE AVAILABLE VIA THE WEBSITE, OR USING ANY OF THE ONLINE SERVICES, YOU ACCEPT ALL OF THE TERMS AND CONDITIONS OF THESE TERMS OF USE AND REPRESENT TO US THAT YOU ARE 18 YEARS OF AGE OR OLDER AND ARE LEGALLY COMPETENT TO ENTER INTO AND AGREE TO THE TERMS AND CONDITIONS OF THESE TERMS OF USE. IF YOU DO NOT ACCEPT THESE TERMS OF USE, THEN YOU MAY NOT ACCESS THE WEBSITE OR USE THE ONLINE SERVICES.

PLEASE NOTE THAT THESE TERMS OF USE CONTAIN A MANDATORY ARBITRATION PROVISION THAT REQUIRES THE USE OF ARBITRATION OF AN INDIVIDUAL BASIS TO RESOLVE DISPUTES IN CERTAIN CIRCUMSTANCES, RATHER THAN JURY TRIALS OR CLASS ACTION LAWSUITS. VIEW THESE TERMS HERE. BY USING ANY OF THE ONLINE SERVICES, YOU HEREBY AGREE TO THESE PROVISIONS. YOU HAVE THE RIGHT TO OPT-OUT OF ARBITRATION AS EXPLAINED BELOW.

Please review the following carefully so that you understand the terms of these Terms of Use. These Terms of Use describe your responsibilities and Baotris’ liability related to your use of the Online Services. All Baotris users must accept and comply with the terms and conditions set forth herein. If you have any questions regarding these Terms of Use, please [contact us](#).

1. MODIFICATIONS OF TERMS OF USE

We may amend or update these Terms of Use from time to time. If we make changes to the Terms of Use that, in our sole discretion, we consider to be material, we will notify you by posting a notice on the homepage of the Website and will send e-mails to our users who have created a Baotris account containing a link to the revised Terms of Use prior to the changes becoming effective. It is your sole responsibility to check the Website from time to time to view any changes in the Terms of Use. If you continue to use the Online Services or the Website after we post an update to these Terms of Use, you indicate your acceptance of the updated Terms of Use. You agree that the amended terms and conditions of these Terms of Use shall be effective and binding on you upon the effective date indicated on our Website or

on such other date as Baotris may designate in its notice or in the updated Terms of Use. If you do not agree to any of these terms or any future Terms of Use, you may not use or access (or continue to access and use) the Online Services.

2. PRIVACY POLICY

Baotris' Privacy Policy explains how we collect, use and disclose your information in connection with the Website and the Online Services. By using the Website and Online Services, you agree that Baotris can use such information in accordance with Baotris' [Privacy Policy](#).

3. YOUR RESPONSIBILITIES

You are solely responsible for your use of and activity in relation to the Website and the Online Services. Your permission to use the Website and the Online Services is conditioned upon the following use and conduct restrictions.

As a condition of your access and use of the Website and the Online Services, you agree not to use the Website or the Online Services for any purpose that is unlawful, prohibited by these Terms of Use, or not intended by Baotris. In particular, you agree not to:

- a) violate these Terms of Use or any other applicable agreement between you and Baotris or you and any third party;
- b) post or submit any content that is abusive, threatening, obscene, defamatory, libelous, or racially, sexually, religiously, or otherwise objectionable and offensive;
- c) create a false identity or impersonate any person;
- d) use the Website or the Online Services for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes our rights or the rights of others;
- e) use the Website or Online Services in any manner that violates any law;
- f) distribute or submit unsolicited or unauthorized advertising, promotional;
- g) distribute or submit unsolicited or unauthorized advertising, promotional materials, commercial activities and/or sales, "junk mail," "spam," "chain letters," "pyramid schemes," "contests," "sweepstakes," or any other form of solicitation;
- h) attempt to, or harass, abuse, harm or bully another person or user;
- i) provide false or inaccurate information to Baotris;
- j) interfere with the proper working of the Website or the Online Services; transmit or submit any transmission or other materials that contain viruses, Trojan horses, worms, time

bombs, spiders, cancelbots or other computer programming routines that is likely or intended to damage, interfere with, disrupt, impair, disable or otherwise overburden the Website or the Online Services;

k) access, download, monitor, or copy any information contained on our Website or the Online Services through artificial means (including but not limited to use any 'deep-link', 'scraper', 'robot', 'spider' or other automatic device, program, algorithm or methodology, or any similar or equivalent automatic or manual process), or in any way reproduce or circumvent the navigational structure or presentation of the Website or the Online Services or any content, to obtain or attempt to obtain any content, materials, documents or information through any means not purposely made available through the Website or the Online Services; or

l) probe, scan or test the vulnerability of the Website or the Online Services or any network connected to the Website or the Online Services, nor breach the security or authentication measures on or of the Website or the Online Services or any network connected to the Website or the Online Services. You may not reverse look-up, trace or seek to trace any information on any other user of the Website or the Online Services to its source, or exploit the Website or the Online Services or any service or information made available or offered by or through the Website or the Online Services, in any way where the purpose is to reveal any information, except as expressly authorized by Baotris and provided for by the Terms of Use.

A violation of any of the foregoing is grounds for termination of your right to use or access the Website or the Online Services.

We have no obligation to monitor the Website or Online Services or any submissions or other materials that you or other third parties transmit through the Website or the Online Services. You acknowledge and agree that we have the right (but not the obligation) to do any or all of the following, at our sole discretion: (a) alter, remove or refuse to post or allow to be posted or stored any of your submitted content, material or messages; (b) monitor and/or filter any of your communications through the Website or the Online Services (including, without limitation, by means of blocking or replacing expletives or other language that may be deemed harmful or offensive); and (c) disclose any submission or message or any communication through the Website or the Online Services, and the circumstances surrounding the transmission thereof, to any third party in order to (i) provide and improve the Online Services; (ii) customize content and user experiences, monitor and analyze the Online Services usage and trends; (iii) protect us and our employees, officers, directors, shareholders, agents, representatives, affiliates, users and visitors; (iii) ensure consistency with local law, including sharing information with the government or as otherwise required by law; (iv) to enforce these Terms of Use; or (v) for any other reason or purpose.

4. INTELLECTUAL PROPERTY RIGHTS

The Website and the Online Services, including, without limitation, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, editorial content, data, formatting, graphs, designs, HTML, look and feel, photographs, music, audio, images, software, videos, designs, typefaces and other content (collectively “Proprietary Material”), and all intellectual property rights related thereto, are the exclusive property of Baotris or its affiliates and its licensors, excluding Your Content (as defined herein) that Baotris has the right to use. Except as explicitly provided herein, nothing in these Terms of Use will be deemed to create a license in or under any such intellectual property rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any Baotris Proprietary Material. Use of the Baotris Proprietary Material for any purpose not expressly permitted by these Terms of Use is strictly prohibited.

Proprietary Material is protected in all forms, media and technologies now known or hereinafter developed. As between you and Baotris, Baotris owns all Proprietary Material, as well as the coordination, selection, arrangement and enhancement of such Proprietary Material as a collective work under the United States Copyright Act, as amended. The Proprietary Material is protected by the domestic and international laws of copyright, patents, and other proprietary rights and laws.

5. TRADEMARKS

Without limiting Section 4, all Baotris graphics, logos, designs, page headers, button icons, scripts and service names are the trademarks, service marks or trade dress of Baotris or its licensor’s in the U.S. and/or other countries (collectively, the “Baotris Marks”). Baotris trademarks and service marks include, but are not limited to, the following: “Baotris”. The Baotris Marks may not be used in connection with any product or service without the prior written consent of Baotris. You may not use the Baotris Marks in connection with any product or service in any manner that is likely to cause confusion or create the impression that Baotris endorses any product or service. Any other trademarks, service marks, logos and/or trade names appearing via the Website or the Online Services are the property of their respective owners. You may not copy or use any of these marks, logos or trade names without the express prior written consent of the owner.

6. LICENSE TO YOU

Baotris hereby grants to you, subject to the terms and conditions of these Terms of Use, a personal, nonexclusive, nontransferable, limited license (without the right to sublicense) to access and use the Website and the Online Services (including updates and upgrades that replace or supplement the Website or the Online Services in any respect and which are not distributed with a separate license, and any related documentation that we provide or provide access to) solely for your personal, noncommercial use, subject to the limitations set forth below. Baotris reserves all rights not expressly granted in these Terms of Use.

You agree to protect the Website and Online Services, and their proprietary content, information and other materials, from any unauthorized access or use, and you agree that you will not use the Website or the Online Services or such proprietary content, information or other materials except as expressly permitted herein or expressly authorized in writing by Baotris. Except as specifically permitted herein or expressly authorized in writing by Baotris, you agree that you will not directly or indirectly: (a) distribute, sell, transfer, rent, lease, sublicense or otherwise exploit the Website or the Online Services in any unauthorized manner; or (b) copy, reproduce, adapt, create derivative works of, translate, localize, port or otherwise modify the Website or the Online Services, any updates, or any part thereof in any form or manner or by any means. You understand and agree that you are not permitted to: (x) remove or alter any copyright or other proprietary rights' notice or restrictive rights legend contained or included in the Website or the Online Services; (y) use any means to discover the trade secrets in the Website or the Online Services; or (z) otherwise circumvent any functionality that controls access to or otherwise protects the Website or the Online Services. Any attempt to do any of the foregoing is a violation of the rights of Baotris and its affiliates and licensors. If you breach these restrictions, you may be subject to prosecution and damages.

7. LICENSE TO BAOTRIS

You hereby grant to Baotris a nonexclusive, perpetual, irrevocable, royalty-free, fully-paid, worldwide, transferable, sublicenseable license to access, use, reproduce, transmit, perform, display, modify, translate, excerpt (in whole or in part) adapt, publish and distribute any content that you submit or transmit to be made available through the Website or the Online Services, including, without limitation, customer data, sales data, financial data, and product ratings or customer reviews, but excluding your registration information ("Your Content"), and waive any applicable moral rights. By posting or submitting Your Content to the Website or the Online Services, you represent and warrant (a) that you own or otherwise control all of the rights to Your Content, including without limitation, all copyrights; (b) that Your Content is accurate; and (c) that use of Your Content does not violate these Terms of Use or the Privacy Policy and will not cause injury to any person or entity. We take no responsibility and assume no liability for any content or materials submitted to the Website or the Online Services by you or any third party. WE RESERVE THE RIGHT TO REMOVE ANY CONTENT, MATERIAL, OR SUBMISSION THAT WE DETERMINE IN OUR SOLE DISCRETION VIOLATES ANY LAW OR RIGHT OF ANY PERSON, INFRINGES THE RIGHTS OF ANY PERSON, OR IS OTHERWISE INAPPROPRIATE FOR TRANSMISSION THROUGH THE WEBSITE OR THE ONLINE SERVICES.

You hereby acknowledge that any and all (i) suggestions for correction, change and modification to the Website or the Online Services and other feedback (including but not limited to quotations of written or oral feedback), information and reports provided to Baotris by you (collectively "Feedback"), and (ii) improvements, updates, modifications or enhancements, whether made, created or developed by Baotris or otherwise relating to the Website or the Online Services (collectively, "Revisions"), are and will remain the property of Baotris. You authorize Baotris to treat any Feedback as non-confidential and non-

proprietary. You acknowledge and expressly agree that any contribution of Feedback or Revisions does not and will not give or grant you any right, title or interest in the Website or the Online Services or in any such Feedback or Revisions. All Feedback and Revisions become the sole and exclusive property of Baotris and Baotris may use and disclose Feedback and/or Revisions in any manner and for any purpose whatsoever without further notice or compensation to you and without retention by you of any proprietary or other right or claim. You hereby assign to Baotris any and all right, title and interest (including, but not limited to, any patent, copyright, trade secret, trademark, show-how, know-how, moral rights and any and all other intellectual property right) that you may have in and to any and all Feedback and Revisions. At Baotris' request, you will execute any document, registration or filing required to give effect to the foregoing assignment.

8. TERM AND TERMINATION

These Terms of Use shall commence when you access or use Website or the Online Services and shall continue until terminated in accordance with this Section. You may terminate your account upon 30 business days prior notice by: (a) contacting us; and (b) ceasing all use of the Website and the Online Services.

Baotris may terminate your use of the Website or the Online Services at any time and for any reason, including for failing to comply with any term or condition specified in these Terms of Use or any policy posted by Baotris on the Website from time to time; or engaging in any activities or conduct that Baotris, in its reasonable discretion, determines to be inappropriate, negligent, offensive, abusive or otherwise unacceptable. Upon termination, all of your rights to use the Website and the Online Services shall immediately terminate and you must destroy all content obtained from the Website and the Online Services and all copies thereof. Furthermore, you acknowledge that Baotris reserves the right to take action – technical, legal or otherwise – to block your ability to access the Website and the Online Services. You understand that Baotris may exercise this right in its sole discretion and this right shall be in addition to any other rights and remedies available to Baotris.

All provisions of these Terms of Use which by their nature should survive termination shall survive the termination of your access to the Website or the Online Services (including, without limitation, provisions regarding ownership, warranty disclaimers, indemnity, and limitations of liability) and remain in full force and effect subsequent to and notwithstanding the expiration or termination of these Terms of Use.

9. THIRD PARTY WEBSITES, CONTENT AND SERVICES

The Website may contain links to other websites (“Third Party Websites”) as well as articles, photographs, text, graphics, pictures, designs, sound, video, information, and other content or items belonging to or originating from third parties (“Third Party Content”). Such Third Party Websites and Third Party Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third

Party Websites accessed through the Website or any Third Party Content posted on or available through the Website, including the content, accuracy, offensiveness, opinions, reliability, privacy practices or other policies of or contained in the Third Party Websites or the Third Party Content. Inclusion of, linking to or permitting the use of any Third Party Website or any Third Party Content does not imply approval or endorsement thereof by Baotris. If you decide to leave the Website and access the Third Party Websites or to access or use any Third Party Content, you do so at your own risk and you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Website or relating to any applications you use or install from any such website.

10. DISCLAIMER OF WARRANTIES

The Website and any Online Services may be unavailable from time to time for maintenance or other reasons. Baotris shall have no responsibility for any interruption, delay in operation or transmission, theft or destruction of, unauthorized access to, or alteration of, any Online Services or any other content made available via the Website.

ANY USE OF THE WEBSITE OR THE ONLINE SERVICES, INCLUDING ANY RELIANCE UPON OR USE OF ANY OF THE INFORMATION THEREIN, SHALL BE AT YOUR SOLE RISK. ALL CONTENT AND INFORMATION CONTAINED WITHIN THE WEBSITE AND THE ONLINE SERVICES IS PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS, IMPLIED OR STATUTORY. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, BAOTRIS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, TIMELINESS, ACCURACY, USEFULNESS, COMPLETENESS, RELIABILITY, AVAILABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR SAFETY. BAOTRIS MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE WEBSITE OR THE ONLINE SERVICES, OR THE CONTENT OF ANY WEBSITES LINKED TO THE WEBSITE OR THE ONLINE SERVICES AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, OMISSIONS, MISTAKES, OR INACCURACIES OF CONTENT, AND (II) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION, REGISTRATION INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN. BAOTRIS DOES NOT WARRANT, ENDORSE, GUARANTEE OR ASSUME RESPONSIBILITY FOR ANY SERVICE OR PRODUCT ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE WEBSITE OR THE ONLINE SERVICES OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING AND BAOTRIS WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES, OTHER THAN AS EXPRESSLY PROVIDED HEREIN. YOU ARE RESPONSIBLE FOR VERIFYING ANY INFORMATION BEFORE RELYING ON IT.

WITHOUT LIMITING THE FOREGOING, NEITHER BAOTRIS NOR ITS AFFILIATES OR LICENSORS WARRANT THAT ACCESS TO THE WEBSITE OR THE ONLINE SERVICES WILL

BE UNINTERRUPTED OR THAT THE WEBSITE OR THE ONLINE SERVICES WILL BE ERROR-FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE OR THE ONLINE SERVICES. NEITHER BAOTRIS NOR ITS AFFILIATES OR LICENSORS WARRANT THAT THE WEBSITE OR THE ONLINE SERVICES IS FREE FROM VIRUSES, WORMS, TROJAN HORSES, OR OTHER HARMFUL COMPONENTS. NEITHER BAOTRIS NOR ITS AFFILIATES OR LICENSORS IS RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF YOU OR ANY USER.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES SO SOME OR ALL OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

11. LIMITATION OF LIABILITY

IN NO EVENT SHALL BAOTRIS OR ANY OF ITS LICENSORS OR INFORMATION PROVIDERS, INCLUDING, WITHOUT LIMITATION, EACH OF THE FOREGOING'S DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS, HAVE ANY LIABILITY IN CONNECTION WITH THE WEBSITE OR THE ONLINE SERVICES OR ANY INFORMATION PRESENTED IN THE WEBSITE OR THE ONLINE SERVICES FOR ANY LOSS OF PROFIT, REVENUE, GOODWILL, USE, BUSINESS OPPORTUNITY OR ANTICIPATED SAVINGS OR LOST DATA, OR FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, ARISING FROM YOUR USE OF THE WEBSITE OR THE ONLINE SERVICES, OR ANY OF THE WEBSITE CONTENT OR OTHER MATERIALS ON, ACCESSED THROUGH OR DOWNLOADED FROM THE WEBSITE, IN EACH CASE ARISING UNDER ANY THEORY, INCLUDING UNDER WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHER THEORY, EVEN IF BAOTRIS IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, BAOTRIS SHALL HAVE NO LIABILITY FOR ANY LOSS OR DAMAGE ARISING FROM OR IN RELATION TO THE DISCLOSURE OR DISPLAY OF ANY CONTENT YOU SUBMIT TO THE WEBSITE OR THE ONLINE SERVICES OR FROM ANY INTERACTIONS WITH BAOTRIS OR ANY OTHER USE OF THE WEBSITE OR THE ONLINE SERVICES.

IN NO EVENT SHALL BAOTRIS' TOTAL LIABILITY TO YOU FOR ALL DAMAGES EXCEED U.S. \$100. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

YOU AGREE THAT THE ABOVE LIMITATIONS OF LIABILITY TOGETHER WITH THE OTHER PROVISIONS IN THESE TERMS OF USE THAT LIMIT LIABILITY ARE ESSENTIAL TERMS OF THESE TERMS OF USE AND THAT BAOTRIS WOULD NOT BE WILLING TO GRANT YOU THE RIGHTS SET FORTH IN THESE TERMS OF USE BUT FOR YOUR AGREEMENT TO THE ABOVE LIMITATIONS OF LIABILITY; YOU ARE AGREEING TO THESE LIMITATIONS OF LIABILITY TO INDUCE BAOTRIS TO GRANT YOU THE RIGHTS SET FORTH IN THESE TERMS OF USE.

Some states do not allow the exclusion or limitation of liability of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

12. INDEMNIFICATION

By entering into these Terms of Use and using the Website or the Online Services, you agree that you shall indemnify and hold Baotris harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (a) your violation or breach of any term of these Terms of Use or any applicable law or regulation; (b) your violation of any rights of any third party; (c) any unauthorized use of the Website or the Online Services; or (d) your negligence or willful misconduct.

13. RELEASE

If you have a dispute with one or more Users or any other third party resulting from or arising out of or in connection with your use of the Online Services or Website, you release us (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. If you are a California resident, you waive California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

14. GOVERNING LAW AND ARBITRATION; NO CLASS ACTIONS

These Terms of Use, and any claim, cause of action or dispute ("claim") arising out of or related to these Terms of Use shall be governed by the laws of the State of California regardless of your country of origin or where you access the Website or the Online Services.

ANY DISPUTE OR CLAIM RELATING IN ANY WAY TO THESE TERMS OF USE OR THE ONLINE SERVICES WILL BE RESOLVED BY BINDING ARBITRATION, RATHER THAN IN COURT, except for Baotris' right to seek injunctive relief as set forth below and you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act, 9 U.S.C. §§1 et. seq. ("FAA") and federal arbitration law apply to these Terms of Use.

If you do not want to arbitrate disputes with Baotris and you are an individual, you may opt out of this arbitration agreement by sending an email to legal@baotris.com within 30 days of the day you first access or use the Online Services.

THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. HOWEVER, AN ARBITRATOR CAN AWARD ON AN INDIVIDUAL BASIS THE SAME DAMAGES AND RELIEF AS A COURT (INCLUDING INJUNCTIVE AND DECLARATORY RELIEF OR STATUTORY DAMAGES), AND MUST FOLLOW THE TERMS OF THESE TERMS OF USE AS A COURT WOULD.

If you intend to seek arbitration you must first send written notice to Baotris of your intent to arbitrate (“Notice”). The Notice to Baotris should be sent to legal@baotris.com. The Notice must (x) describe the nature and basis of the claim or dispute; (y) set forth the specific relief sought; and (z) set forth your name, address and contact information. If we intend to seek arbitration against you, we will send any notice of dispute to you at the contact information we have for you. The arbitration will be conducted by the International Institute for Conflict Prevention and Resolution (“CPR”), in accordance with the CPR Rules for Administered Arbitration. The CPR Rules for Administered Arbitration are available at www.cpradr.org or by calling 1-212-949-6490.

The arbitration will be conducted by a panel of three arbitrators, of whom each party shall designate one, with the third arbitrator to be designated by the two party-appointed arbitrators. Such arbitration shall be conducted in San Francisco, California, in the English language. The arbitrators shall establish procedures under which each party will be entitled to conduct discovery. The arbitrators shall award only such damages as are permitted to be awarded pursuant to these Terms of Use. The arbitrators must render their award within 30 days following the last hearing scheduled by the arbitrators and at that time state the reasons for their award in writing. Except as set forth below, the arbitral award shall be final, binding and incontestable and judgment thereon may be entered in any court of competent jurisdiction. An appeal may be taken under the CPR Arbitration Appeal Procedure from any final award of an arbitral panel in any arbitration arising out of or related to these Terms of Use that is conducted in accordance with such procedure. Unless otherwise agreed by the parties and the appeal tribunal, the appeal shall be conducted at the place of the original arbitration.

Except as otherwise provided for herein, Baotris will pay all CPR filing, administration and arbitrator fees. If, however, the arbitrators find that either the substance of your claim or the relief sought is improper or not warranted, as measured by the standards set forth in Federal Rule of Civil Procedure 11(b), then the payment of all such fees shall be governed by the CPR Rules. In such case, you agree to reimburse Baotris for all monies previously disbursed by us that are otherwise your obligation to pay under the CPR Rules.

To the fullest extent permitted by applicable law, YOU AND BAOTRIS EACH AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. If for any reason a claim proceeds in court rather than in arbitration, YOU AND BAOTRIS EACH WAIVE ANY RIGHT TO A JURY TRIAL. If a court of competent jurisdiction finds the foregoing arbitration provisions invalid or inapplicable, you and Baotris agree that all claims arising out of or related to these Terms of Use must be resolved exclusively by a state or federal court located in San Francisco, California, and you and Baotris each agree to submit to the exercise of personal jurisdiction of such courts for the purpose of litigating all such claims. Notwithstanding the above, you agree that Baotris shall still be allowed to apply for and obtain injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction. You agree that regardless of any statute or law to the contrary, any claim or

cause of action arising out or related to your use of the Website or the Online Services or these Terms of Use shall be filed within one (1) year after such claim or cause of action arose or will forever be barred.

15. DATA PROCESSING AGREEMENT

If you download and use the Baotris application on your own platform or service, the terms of Baotris' Data Processing Agreement ("DPA") shall apply solely to the processing of personal data or personal information by Baotris on your behalf, to the extent required under the EU General Data Protection Regulation (Regulation (EU) 2016/679, or "GDPR") or the California Consumer Privacy Act ("CCPA").

16. USE OUTSIDE OF THE UNITED STATES

Baotris controls and operates the Website and the Online Services in the United States. Baotris makes no representation that contents in the Website or the Online Services may be downloaded, viewed or are appropriate for use outside the United States. If you access or otherwise use the Website or the Online Services or its content from outside of the United States, you do so at your own risk. Whether inside or outside of the United States, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction.

17. CALIFORNIA RESIDENTS

If you are a California resident, in accordance with Cal. Civ. Code § 1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210.

18. COPYRIGHT COMPLAINTS AND COPYRIGHT AGENT

Termination of Repeat Infringer Accounts. Baotris respects the intellectual property rights of others and requests that users do the same. Pursuant to 17 U.S.C. 512(i) of the United States Copyright Act, Baotris has adopted and implemented a policy that provides for the termination in appropriate circumstances of users of the Online Services or the Website who are repeat infringers. Baotris may terminate access for participants or users who are found repeatedly to provide or post protected third party content without necessary rights and permissions.

DMCA Take-Down Notices. If you are a copyright owner or an agent thereof and believe, in good faith, that any materials on the Website infringe upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act (*see* 17 U.S.C. 512) ("DMCA") by sending the following information in writing to Baotris' designated copyright agent at angelo@baotris.com:

1. The date of your notification;

2. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
3. A description of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online website are covered by a single notification, a representative list of such works at that site;
4. A description of the material that is claimed to be infringing or to be the subject of infringing activity and information sufficient to enable us to locate such work;
5. Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and/or email address;
6. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
7. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Counter-Notices. If you believe that Your Content that has been removed from the Website is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the content in Your Content, you may send a counter-notice containing the following information to our copyright agent using the contact information set forth above:

1. Your physical or electronic signature;
2. A description of the content that has been removed and the location at which the content appeared before it was removed;
3. A statement that you have a good faith belief that the content was removed as a result of mistake or a misidentification of the content; and
4. Your name, address, telephone number, and email address, a statement that you consent to the jurisdiction of the federal court in Baotris and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Baotris copyright agent, Baotris may send a copy of the counter-notice to the original complaining party informing such person that it may reinstate the removed content in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may (in Baotris' discretion) be reinstated on the Website in 10 to 14 business days or more after receipt of the counter-notice.

19. NOTICE

By use of the Website and the Online Services, you consent to receive electronic communications from Baotris (via a posting on the Website), and you agree that any such communications satisfy any legal requirement to make such communications in writing. You also agree that Baotris may communicate any notices to you under these Terms of Use through electronic mail, regular mail or posting the notices on the Website. All notices to

Baotris must be provided by sending: an email to legal@baotris.com. Such notices will be deemed delivered upon receipt.

20. ENTIRE AGREEMENT

These Terms of Use and other agreements, rules, and policies incorporated by reference to this Terms of Use, constitutes the entire agreement between you and Baotris. It supersedes any prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between you and Baotris regarding the subject matter contained in these Terms of Use. Additional terms and conditions may exist between you and third parties. You represent and warrant that those third party agreements do not interfere with your obligations and duties to Baotris under these Terms of Use. No modification of these Terms of Use will be effective unless authorized by Baotris.

21. MISCELLANEOUS

If you breach any term of these Terms of Use or other agreement with Baotris, Baotris may pursue any legal or equitable remedy available, including but not limited to, direct, consequential, and punitive damages and injunctive relief. Baotris' remedies are cumulative and not exclusive. Failure of Baotris to exercise any remedy or enforce any portion of the Terms of Use at any time shall not operate as a waiver of any remedy or of the right to enforce any portion of the Terms of Use at any time thereafter. If any provision of the Terms of Use is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that the Terms of Use shall otherwise remain in full force and effect and enforceable. These Terms of Use are not assignable, transferable or sublicensable by you except with Baotris' prior written consent. We may transfer, assign or delegate the Terms of Use and its rights and obligations without consent. Users of the Website and the Online Services are responsible for compliance with all applicable regulations and laws. No joint venture, partnership, employment or agency relationship exists between you and Baotris as a result of these Terms of Use or use of the Online Services.

22. CONTACT US

If you have any questions about these Terms of Use, please contact us at legal@baotris.com.