

Baicai AI (白菜 AI) TERMS OF USE

LAST UPDATED: Aug 21, 2024

These terms of use agreement (this “**Agreement**”) forms a legally binding agreement between BaicaiAI, Inc. (“**Baicai**”, “**we**”, “**our**” or “**us**”) and you, the individual user (“**you**” or “**your**”), and governs your use of our websites located at baicai.ai). Please read it carefully. By clicking to agree or accept or otherwise indicating your acceptance of this Agreement, or by installing or using any Chrome Extension software (including features and functionality available through such extension) and/or any updates to such software via any of the Sites (collectively, the “**Software**”), or by accessing and using the BaicaiAI software-as-a-service platform at baicai.ai (including features and functionality available through such platform) and/or any updates to such platform (collectively, the “**Platform**”) provided by Baicai, you agree to the terms and conditions of this Agreement. If you do not agree to these terms, you may not register an account, access the Platform, or install or use the Software. Baicai may make changes to this Agreement from time to time. You are responsible for reading and complying with any amended version of this Agreement that is made available by BaicaiAI via the Platform, Software or the Google Chrome Web Store, or that is posted on any of the Sites.

PLEASE READ THESE TERMS OF SERVICE CAREFULLY, AS THEY CONTAIN AN AGREEMENT TO ARBITRATE AND OTHER IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. THE AGREEMENT TO ARBITRATE REQUIRES (WITH LIMITED EXCEPTION) THAT YOU SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING AND FINAL ARBITRATION, AND FURTHER (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST THE COMPANY ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS, AND (3) YOU MAY NOT BE ABLE TO HAVE ANY CLAIMS YOU HAVE AGAINST US RESOLVED BY A JURY OR IN A COURT OF LAW.

1. The Software.

- a. You must register an account with Baicai (“**Account**”) to access and use the Platform and/or download the Software. To become a registered user, you may sign up on the Sites. You must be at least eighteen (18) years of age to register to use the Software and/or Platform (collectively, “**Services**”). In registering an Account, you agree to provide truthful and accurate information and you shall update such information as necessary through your Account.
- b. The Services allow users to access and use certain productivity and communication tools powered by artificial intelligence technology, through their Gmail accounts, which, with respect to the Software, is accessed in a Google Chrome browser from Supported Devices. A “**Supported Device**” is a combination of a Google Chrome-enabled device model and relevant Google Chrome and Gmail software version(s) that is/are supported by the Software and owned or controlled by the user. With respect to updates to the Software that Baicai may make available for download, this Agreement allows you to download such Software updates to update or restore the Software on any Supported Device.

- c. The Software, including software embedded in the Software, is licensed, not sold, to you by Baicai only under the terms of this Agreement; and Baicai reserves all rights not expressly granted under this Agreement. Baicai does not own the media or device on which the Software is recorded or stored, but Baicai retains ownership of the Software itself. No rights are granted with respect to Software under, and the Software is not licensed or otherwise provided under, any master subscription agreement or other agreement between Baicai and you or any Baicai customer with which you are employed, affiliated or associated.
 - d. Baicai may do any of the following at any time, with or without notice or cause, and without any liability to you: (a) change, suspend, or terminate any features or functionality of the Services; (b) impose limits on certain features or functionality of the Services; or (c) terminate this Agreement. Upon any such termination, you shall no longer be permitted to access and/or use the Services, and shall delete or destroy all copies of the Software in your possession. Modification, suspension, or termination of the Services (or any part thereof) or this Agreement shall not entitle you to any refund, credit, or other compensation from Baicai under this Agreement or any other agreement or from any third party.
- 2. **Ownership Rights and License to Software and Platform.** As between you and Baicai, the Sites, Software, Platform, and all content contained within the Sites, Software and Platform (excluding User Content, as defined below) are and shall remain the sole property of Baicai and are subject to protection under U.S. and foreign copyright and other laws. All trademarks, service marks and trade names displayed on the Sites or Software or within the Platform are proprietary to Baicai or its affiliates and/or third party licensors. Subject to the terms and conditions of this Agreement, Baicai hereby grants you a personal, revocable, limited, royalty-free, non-transferable license to use the Software and/or to access and use the features and functionality of the Platform, in each instance, solely for your personal, non-commercial purposes. Any rights not expressly granted herein are reserved.
- 3. **Restrictions.** You may not:
 - a. sell, resell, rent, lease, lend, redistribute, sublicense, or otherwise make the Software, Platform, or any part thereof, available;
 - b. copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, or create derivative works of the Platform or Software or any part thereof; or
 - c. use the Services to submit or link to any content that, in Baicai's sole discretion:
 - i. Infringes or violates the intellectual property or other rights of any person or entity;
 - ii. Intentionally interferes with the operation of the Platform or Software or Baicai's communities or events;
 - iii. Violates anyone's privacy or publicity rights;

- iv. Breaches any duty of confidentiality that you owe to any person or entity;
- v. Is vulgar, offensive, inappropriate, harassing, defamatory, abusive, lewd, pornographic, obscene or otherwise objectionable;
- vi. Contains or installs any viruses, worms, bugs, Trojan horses, malware or other code, files or programs designed or having the capability to disrupt, damage or limit the functionality of any software or hardware;
- vii. Violates, or would cause an action that violates, any third-party terms of service or otherwise circumvents any firewalls or other technical or security measures on our Sites or any third-party sites;
- viii. Contains false or deceptive language or comparative claims regarding Baicai's or third parties' products, advertising, commercial referrals, spam, chain letters, or any other solicitation, including solicitation of lawsuits; or,
- ix. any other objectionable context, as determined by Baicai in its sole discretion.

4. Terms Required by Google, Inc. with respect to the Software.

- a. This Agreement constitutes an end user license agreement (EULA) in lieu of any license grant provided by Google to use the Software with Google Chrome or a Supported Device. This Agreement is between you and Baicai only, and not with Google. Baicai is solely responsible for the Software.
- b. The Google Chrome Web Store is owned and operated by Google. Your use of the Google Chrome Web Store is governed by a legal agreement between you and Google consisting of the Google Chrome Web Store Terms of Service (found at https://ssl.gstatic.com/chrome/webstore/intl/en/gallery_tos.html), and the Google Chrome Terms of Service (found at https://www.google.com/chrome/privacy/eula_text.html). In addition, your use of the Google Chrome Web Store is subject to the Google Chrome Web Store Program Policies (found at https://developer.chrome.com/webstore/program_policies).
- c. Google has no obligation to provide any maintenance or support for the Software.
- d. To the maximum extent permitted by applicable law, Google shall have no warranty obligation whatsoever with respect to the Software, and shall not be liable for any claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty. Baicai shall not be required to provide a refund to you under any circumstances.
- e. Google shall not be responsible for addressing any claims by you or any third party relating to the Software or your possession and/or use of the Software, including but not limited to (i) product liability claims, (ii) any claim that the Software fails to conform to any applicable legal or regulatory requirement, or (iii) claims arising under consumer protection or similar legislation.

- f. Google shall not be responsible for the investigation, defense, settlement or discharge of any claim that the Software or your possession and/or use of the Software infringes a third party's intellectual property rights.
- g. You represent and warrant that (i) the Software shall not be downloaded or used in, or transported to, a country that is subject to a U.S. Government embargo or has been designated by the U.S. Government as a "terrorist-supporting" country, and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.
- h. In order to continually innovate and improve Google Chrome and Google Chrome Web Store, Google may collect certain usage statistics from Google Chrome, Google Chrome Web Store and Supported Devices, including but not limited to, information on how Google Chrome, Google Chrome Web Store and Supported Devices are being used. The data collected is examined in the aggregate to improve Google Chrome and Google Chrome Web Store for users and developers and is maintained in accordance with Google's Privacy Policy. To ensure the improvement of the Software, limited aggregate data may be available to Baicai upon its written request.
- i. From time to time, Google Chrome may check with remote servers (hosted by Google or by third parties) for available updates to extensions (including the Software), including but not limited to bug fixes or enhanced functionality. You agree that such updates will be automatically requested, downloaded, and installed without further notice to you.
- j. From time to time, Google may discover an extension that violates Google developer terms or other legal agreements, laws, regulations or policies. Google Chrome will periodically download a list of such extensions from Google's servers. You agree that Google may remotely disable or remove any such extension from user systems in its sole discretion.
- k. Google may, in its sole discretion at any time and without notice, restrict, interrupt or prevent use of the Software, or delete the Software from your Google devices, or require Baicai to do any of the foregoing, without entitling you to any refund, credit or other compensation from Baicai or any third party (including, but not limited to, Google or your network connectivity provider).
- l. Google and its affiliates are third-party beneficiaries of this Agreement, and have the right (and shall be deemed to have accepted the right) to enforce this Agreement against you.

5. Fees and Subscription Terms.

- a. While we make available a free version of the Software and Platform, we may charge for certain tools or features and functionality of a premium version of the Software or premium subscription to the Platform. You agree to pay all fees or charges to your Account in accordance with the fees, charges and billing terms in effect at the time a fee or charge is due and payable. You must provide Baicai with a valid credit card (Visa, MasterCard, or any other issuer accepted by us) ("**Payment Provider**"), as a condition to

signing up for a premium version of the Software or premium subscription for the Platform for which we charge. Your Payment Provider agreement governs your use of the designated credit card, and you must refer to that agreement and not this Agreement to determine your rights and liabilities. By providing Baicai with your credit card number and associated payment information, you agree that Baicai is authorized to immediately invoice your Account for all fees and charges due and payable to Baicai hereunder and that no additional notice or consent is required. You agree to immediately notify Baicai of any change in your billing address or the credit card used for payment hereunder. Baicai reserves the right at any time to change its prices and billing methods, either immediately or upon posting through the Services.

- b. As a user of the Services, you will be responsible for payment of the applicable fee for any premium version of the Software or premium subscription of the Platform (each, a “**Service Subscription Fee**”) at the time you purchase such premium version or subscribe to paid services and select your monthly or annual subscription package (each, a “**Service Commencement Date**”). Except as set forth in the Agreement, all fees for the Services are non-refundable.
- c. Your subscription will continue indefinitely until terminated in accordance with the Agreement. After your initial subscription period, and again after any subsequent subscription period, your subscription will automatically commence on the first day following the end of such period (each a “Renewal Commencement Date”) and continue for an additional equivalent period, at Baicai’s then-current price for such subscription. You agree that your Account will be subject to this automatic renewal feature unless you cancel your subscription at least thirty (30) days prior to the Renewal Commencement Date (or in the event that you receive a notice from Baicai that your subscription will be automatically renewed, you will have thirty days from the date of the Baicai notice), by logging into and going to the “Change/Cancel Membership” page of your “Account Settings” page. If you do not wish your Account to renew automatically, or if you want to change or terminate your subscription, please contact Baicai at support@baicai.ai or log in and go to the “Change/Cancel Subscription” page on your “Account Settings” page. If you cancel your subscription, you may use your subscription until the end of your then-current subscription term; your subscription will not be renewed after your then-current term expires. However, you will not be eligible for a prorated refund of any portion of the subscription fee paid for the then-current subscription period. By subscribing, you authorize Baicai to charge your Payment Provider now, and again at the beginning of any subsequent subscription period. Upon renewal of your subscription, if Baicai does not receive payment from your Payment Provider, (a) you agree to pay all amounts due on your Account upon demand and/or (b) you agree that Baicai may either terminate or suspend your subscription and continue to attempt to charge your Payment Provider until payment is received (upon receipt of payment, your Account will be activated and for purposes of automatic renewal, your new subscription commitment period will begin as of the day payment was received).
- d. If payment for the Services under this Agreement is subject to any Sales Tax in any jurisdiction and you have not remitted the applicable Sales Tax to Baicai, you will be responsible for the payment of such Sales Tax and any related penalties or interest to the

relevant tax authority, and you will indemnify Baicai for any liability or expense Baicai may incur in connection with such Sales Taxes. Upon Baicai's request, you will provide it with official receipts issued by the appropriate taxing authority, or other such evidence that you have paid all applicable taxes. For purposes of this section, "**Sales Tax**" means any sales or use tax and any other tax measured by sales proceeds that is the functional equivalent of a sales tax where the applicable taxing jurisdiction does not otherwise impose a sales or use tax.

- e. You agree to make all payments of fees to Baicai free and clear of, and without reduction for, any withholding taxes. Any such taxes imposed on payments of fees to Baicai will be your sole responsibility, and you will provide Baicai with official receipts issued by the appropriate taxing authority, or such other evidence as we may reasonably request, to establish that such taxes have been paid.
 - f. Baicai may use Stripe, Inc. ("**Stripe**") as its third party service provider for payment services (e.g., card acceptance, merchant settlement, and related services). By using the Services, you agree to be bound by Stripe's Privacy Policy: <https://www.stripe.com/privacy>, and hereby consent and authorize Baicai and Stripe to share any information and payment instructions you provide with one or more third party service provider(s) to the minimum extent required to complete your transactions. By making reservations on the Services, you also agree to be bound by Stripe's Seller Terms: <https://stripe.com/ssa>.
6. **Third-Party Components and Services.** The Software may include certain third-party components. Any applicable terms and/or notices required by Baicai's licensors for such components may be disclosed within the Software, on the Google Chrome Web Store, on the Baicai website, or as otherwise disclosed or made available by Baicai. Additionally, the Services may contain links to or otherwise enable you to take action on and within certain third-party websites ("**Third-Party Websites**") and applications ("**Third-Party Applications**"). The Services may also contain advertisements for third parties ("**Third-Party Ads**"). When you click on a link to a Third-Party Website, Third-Party Application or Third-Party Ad, we will not warn you that you have left the Platform and are subject to the terms and conditions (including privacy policies) of another website or destination. Such Third-Party Websites, Third-Party Applications and Third-Party Ads are not under the control of Baicai. Baicai is not responsible for any Third-Party Websites, Third-Party Applications or Third-Party Ads or for any actions you take on or within or in connection with such items, even if enabled through the Services. Baicai provides these Third-Party Websites, Third-Party Applications and Third Party Ads only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Websites, Third-Party Applications or Third-Party Ads, or their products or services. You use all links in Third-Party Websites, Third-Party Applications and Third-Party Ads at your own risk. When you leave our Sites and/or Services, this Agreement and our policies, including our privacy policy, no longer govern. You should review applicable terms and policies, including privacy and data gathering practices, of any Third-Party Websites or Third-Party Applications, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.
7. **User Content.** By using the Services, you acknowledge and agree to Baicai's privacy policy available at baicai.ai, as may be amended from time to time ("**Baicai**

Privacy Policy). Without limiting the generality of the foregoing, the Services may access and/or obtain data, information and content stored or displayed on or through a Supported Device and/or a computer or other device through which you access the Services (“Device Data”). You may also directly submit, upload or otherwise make available to Baicai data, information and/or content through your use of the Services (“Input”), and generate certain data, information or content that is returned to you through the Services (“Output”, and together with the Device Data and Input, the “User Content”). As between you and Baicai, you own all rights in the User Content. You hereby grant to Baicai the right to use the User Content to provide, personalize, improve and develop our products and services, including to train our machine learning algorithms. The Services may also provide Baicai with information related to your use of and interaction with the Services, which Baicai may use to improve and develop its products and services, including to train our machine learning algorithms.

8. **Feedback.** If you provide or otherwise make available to Baicai any suggestions, enhancement requests, recommendations, corrections or other feedback (“**Feedback**”), whether related to the Services or otherwise, then (a) you hereby acknowledge and agree that such Feedback is not confidential, and that your provision of such Feedback is gratuitous, unsolicited and without restriction, and does not place Baicai under any fiduciary or other obligation; and (b) you hereby grant to Baicai, to the maximum extent permitted under applicable law, a worldwide, royalty-free, fully paid-up, non-exclusive, perpetual, irrevocable, transferable and fully sublicensable (through multiple tiers) license, without additional consideration to you or any third party, to reproduce, distribute, perform and display (publicly or otherwise), create derivative works of, adapt, modify and otherwise use, analyze and exploit such Feedback, in any format or media now known or hereafter developed, and for any purpose (including marketing or promotional purposes or testimonials).

9. **Your Representations and Warranties.**

- a. You represent and warrant that in connection with your use of the Services, you shall supply truthful and accurate information to Baicai and you shall comply with all applicable laws.
- b. You represent and warrant that you will not misrepresent the role of Baicai or the Services in formulating the User Content. You are solely responsible for all User Content, including evaluating it for accuracy and ensuring that it does not violate any applicable laws, rules or regulations or this Agreement.
- c. You represent and warrant that (i) you either are the sole and exclusive owner of all Input or you have all rights, licenses, consents and releases necessary to deliver the Input to Baicai; and (ii) neither the User Content, nor Baicai’s use of thereof as permitted herein will infringe, misappropriate, or violate a third party’s intellectual property or proprietary rights, or rights of personality, publicity or privacy, or any moral rights, or result in the violation of any applicable law or regulation.

10. **Use of Generative AI or Similar Technologies.**

- a. You acknowledge and agree that artificial technology, machine learning and similar technologies (“**AI Technology**”) are evolving and (i) the Output you receive while using

the Services may not be accurate or reliable and (ii) any actions that are taken through the use of the AI Technology (e.g., browsing or making a purchase on a third-party site) are dependent on the applicable Input and may be unintended. Baicai bears no liability to you or anyone else arising from or relating to your use of the AI Technology and/or the User Content.

- b. By using the Services, you acknowledge and accept the following:
 - i. AI Technology may result in incorrect, unreliable or offensive Output that does not represent the views of Baicai;
 - ii. Any Output pertaining to medical, legal, financial, or other professional advice is for informational purposes only and is not a substitute for advice from a qualified professional;
 - iii. Output may not be unique and other users may generate the same or similar output through use of AI Technology, including the Services; and
 - iv. You will use discretion before instructing AI Technology to take any actions on your behalf, and are solely responsible for monitoring and approving any such actions; and
 - v. You will use discretion before relying on, publishing, or otherwise using Output.

11. DISCLAIMER OF WARRANTY.

- a. NEITHER BAICAI NOR ITS THIRD PARTY PROVIDERS WARRANT THE SERVICES WILL PERFORM IN ACCORDANCE WITH ANY SPECIFICATIONS, DOCUMENTATION, OR OTHER STANDARDS, PERFORM IN AN UNINTERRUPTED CAPACITY, BE ERROR-FREE OR BUG-FREE, PROVIDE COMPLETE OR ACCURATE DATA, NOR DO THEY MAKE ANY WARRANTIES AS TO THE RESULTS TO BE OBTAINED FROM THE USE OF THE SERVICES. USE OF THE SERVICES AND RELIANCE THEREON IS AT YOUR SOLE RISK. NEITHER BAICAI NOR ITS THIRD PARTY PROVIDERS SHALL IN ANY WAY BE LIABLE TO YOU OR ANY OTHER ENTITY OR PERSON FOR THEIR INABILITY TO USE THE SERVICES, OR FOR ANY INACCURACIES, ERRORS, OMISSIONS, DELAYS, COMPUTER VIRUSES OR OTHER INFIRMITY OR CORRUPTION, DAMAGES, CLAIMS, LIABILITIES OR LOSSES, REGARDLESS OF CAUSE, IN OR ARISING FROM THE USE OF THE SERVICES. THE SERVICES ARE PROVIDED ON AN “AS IS” BASIS AND WITHOUT WARRANTY OR ANY SUPPORT OR MAINTENANCE OF ANY KIND. NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR OF ANY OTHER TYPE IS PROVIDED HEREUNDER. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY BAICAI OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE DISCLAIMER, EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.
- b. FROM TIME TO TIME, BAICAI MAY OFFER NEW “BETA” FEATURES OR TOOLS RELATING TO THE SERVICES WITH WHICH ITS USERS MAY EXPERIMENT. SUCH FEATURES

OR TOOLS ARE OFFERED SOLELY FOR EXPERIMENTAL PURPOSES AND WITHOUT ANY WARRANTY OF ANY KIND, AND MAY BE MODIFIED OR DISCONTINUED AT BAICAI'S SOLE DISCRETION. THE PROVISIONS OF THIS SECTION APPLY WITH FULL FORCE TO SUCH FEATURES OR TOOLS.

- c. IF YOU ARE A USER FROM NEW JERSEY, THIS SECTION TITLED "DISCLAIMER OF WARRANTIES" AND THE SECTIONS TITLED "LIMITATION OF LIABILITY" AND "INDEMNIFICATION" BELOW ARE INTENDED TO BE ONLY AS BROAD AS IS PERMITTED UNDER THE LAWS OF THE STATE OF NEW JERSEY. IF ANY PORTION OF THESE SECTIONS IS HELD TO BE INVALID UNDER THE LAWS OF THE STATE OF NEW JERSEY, THE INVALIDITY OF SUCH PORTION WILL NOT AFFECT THE VALIDITY OF THE REMAINING PORTIONS OF THE APPLICABLE SECTIONS.

12. **LIMITATION OF LIABILITY.** UNDER NO CIRCUMSTANCE SHALL BAICAI, ITS AGENTS, LICENSORS, OR SUPPLIERS BE LIABLE TO YOU ON ACCOUNT OF YOUR USE OR MISUSE OF, OR RELIANCE ON, THE SERVICES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL BAICAI, ITS AGENTS, LICENSORS, OR SUPPLIERS BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR ANY LOST PROFITS, LOST SAVINGS, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES OR OTHER DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICES EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL BAICAI'S OR ITS AFFILIATES', AGENTS' OR LICENSORS' AND ALL OF THEIR RESPECTIVE OFFICERS', DIRECTORS', SHAREHOLDERS', EMPLOYEES' OR CONTRACTORS' AGGREGATE CUMULATIVE LIABILITY HEREUNDER, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION NEGLIGENCE), OR OTHERWISE EXCEED THE GREATER OF (I) THE TOTAL AMOUNT FEES PAID BY YOU TO BAICAI UNDER THIS AGREEMENT (IF ANY) OR (II) THE AMOUNT OF ONE HUNDRED DOLLARS (\$100.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE AND FORM AN ESSENTIAL BASIS OF THE AGREEMENT BETWEEN THE PARTIES HERETO. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR HAVE LEGISLATION THAT RESTRICTS THE LIMITATION OR EXCLUSION OF CERTAIN LIABILITY, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

13. **Indemnification.** You hereby agree to indemnify, defend, release, and hold harmless Baicai, its partners, licensors, affiliates, contractors, officers, directors, employees, and agents from all damages, losses and expenses arising directly or indirectly from (a) any negligent acts, omissions or willful misconduct by you, (b) any breach of this Agreement by you, (c) the User Content, including your and our use of the User Content and any actions taken by the Services that arise from your Input, and/or (d) your violation of any laws, rules, or regulation or any violation of any rights of any third party. Baicai will provide notice to you promptly of any such claim, suit, or proceeding and will assist you, at your expense, in defending any such claim, suit, or proceeding. Baicai reserves the right to take over the exclusive defense of any claim for which we are entitled to indemnification under this section. In such event, you must provide Baicai with any cooperation Baicai reasonably requests.

14. **Governing Law.** This Agreement and any action related thereto will be governed and interpreted by and under the laws of the State of New York, consistent with the Federal Arbitration Act, without giving effect to any principles that provide for the application of the law

of another jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

15. **Dispute Resolution.** PLEASE READ THE FOLLOWING ARBITRATION AGREEMENT IN THIS SECTION ("ARBITRATION AGREEMENT") CAREFULLY AS IT AFFECTS YOUR RIGHTS. It requires you to arbitrate disputes with Baicai and limits the manner in which you can seek relief from us.
- a. **Applicability of Arbitration Agreement.** You agree that any dispute or claim ~~relating in any way to your access or use of the Services or to any aspect of your relationship with Baicai,~~ will be resolved by binding arbitration, rather than in court, except that
(1) you may assert claims in small claims court if your claims qualify, and (2) you or Baicai may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). **This Arbitration Agreement shall apply, without limitation, to all claims that arose or were asserted before the Effective Date of this Agreement.**
 - b. **Arbitration Rules and Forum.** The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. To begin an ~~arbitration proceeding,~~ you must send a letter requesting arbitration and describing your claim to our registered agent: Harvard Business Services, Inc., 16192 Coastal Highway, Lewes, Delaware 19958. The arbitration will be conducted by JAMS, an established alternative dispute resolution provider. Disputes involving claims and counterclaims under \$250,000, not inclusive of attorneys' fees and interest, shall be subject to JAMS's most current version of the Streamlined Arbitration Rules and procedures available at <http://www.jamsadr.com/rules-streamlined-arbitration/>; all other claims shall be subject to JAMS's most current version of the Comprehensive Arbitration Rules and Procedures, available at <http://www.jamsadr.com/rules-comprehensive-arbitration/>. JAMS's rules are also available at www.jamsadr.com or by calling JAMS at 800-352-5267. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. If the arbitrator finds that you cannot afford to pay JAMS's filing, administrative, hearing and/or other fees and cannot obtain a waiver from JAMS, Baicai will pay them for you. In addition, Baicai will reimburse all such JAMS's filing, administrative, hearing and/or other fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the country where you live or at another mutually agreed location. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.
 - c. **Authority of Arbitrator.** The arbitrator shall have exclusive authority to (a) ~~determine the scope and enforceability of this Arbitration Agreement and~~ (b) resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of you and Baicai. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy

or relief available to an individual under applicable law, the arbitral forum's rules, and this Agreement (including the Arbitration Agreement). The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.

- d. **Waiver of Jury Trial.** YOU AND BAICAI HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Baicai are instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in Section 15(a) above. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.
- e. **Waiver of Class or Other Non-Individualized Relief.** ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS OR COLLECTIVE BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If a decision is issued stating that applicable law precludes enforcement of any of this subsection's limitations as to a given claim for relief, then that claim must be severed from the arbitration and brought into the State or Federal Courts located in the State of New York. All other claims shall be arbitrated.
- f. **30-Day Right to Opt Out.** You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to the following address info@baicai.ai or support@baicai.ai, within 30 days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, the email address you used to set up your Baicai account (if you have one), and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.
- g. **Severability.** Except as provided in subsection 15(e), if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.
- h. **Survival of Agreement.** This Arbitration Agreement will survive the termination of your relationship with Baicai.
- i. **Modification.** Notwithstanding any provision in this Agreement to the contrary, we agree that if Baicai makes any future material change to this Arbitration Agreement,

you may reject that change within thirty (30) days of such change becoming effective by writing Baicai at the following address: support@baicai.ai

16. **Exclusive Venue.** To the extent the parties are permitted under this Agreement to initiate litigation in a court, both you and Baicai agree that all claims and disputes arising out of or relating to the Agreement will be litigated exclusively in the state or federal courts located in New York, New York.
17. **Waiver and Severability.** Baicai's waiver of any breach under this Agreement will not be considered a waiver of any earlier or later breach. No failure or delay by Baicai in exercising any right under this Agreement will constitute a waiver of that right. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law and/or not enforceable, that provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.
18. **Assignment.** You may not assign or transfer any of your rights or obligations under this Agreement, whether by operation of law or otherwise. Baicai may assign, transfer or sublicense any or all of its rights or obligations under this agreement without restriction.
19. **Export.** The Services may be subject to U.S. export control laws and may be subject to export or import regulations in other countries. You agree not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from Baicai, or any products utilizing such data, in violation of the United States export laws or regulations.
20. **Electronic Communications.** The communications between you and Baicai use electronic means, whether you use the Services or send us emails, or whether Baicai posts notices through the Services or communicates with you via email. For contractual purposes, you
(a) consent to receive communications from Baicai in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Baicai provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in a hardcopy writing. The foregoing does not affect your non-waivable rights.
21. **Notices.** Where Baicai requires that you provide an e-mail address, you are responsible for providing Baicai with your most current e-mail address. In the event that the last e-mail address you provided to Baicai is not valid, or for any reason is not capable of delivering to you any notices required or permitted by this Agreement, Baicai's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. Such notice shall be deemed given when received by Baicai by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the above address.
22. **Force Majeure.** Baicai shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.
23. **Questions, Complaints, Claims.** If you have any questions, complaints or claims with respect to the Software, please contact us at support@baicai.ai. We will do our best to address your concerns. If you feel that your concerns have been addressed incompletely, we invite you to let us know for further investigation.