

Botchat
Terms of Use

Effective: February 10, 2024

Please read the following carefully. These Terms of Use (these “**Terms**”) govern your access to and use of the Botchat, Inc. (“**Botchat**,” “**we**,” “**us**,” “**our**”) website at <https://botchat.ai/> (the “**Site**”), our mobile application (the “**App**”), and the Bots (defined below), products and services provided by Botchat (collectively, the “**Service**”).

PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE SERVICE IF YOU DO NOT AGREE TO THESE TERMS, YOU ARE NOT AUTHORIZED TO USE THE SERVICE AND YOU MUST PROMPTLY CEASE USING IT.

By agreeing to these Terms, you expressly agree to the arbitration of all Disputes as further described in Section 16 below. The parties agree to arbitrate solely on an individual basis, and that these Terms do not permit class arbitration, or any claims brought as a plaintiff or class member in any class or representative arbitration proceeding.

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1. Your Access to the Service

1.1 Internet Access

When using the Service on your mobile, laptop, desktop, or other device (your “**Device**”), you acknowledge and agree that you are responsible for (i) maintaining Internet access for your Device and (ii) any Internet connection and telecommunications fees and charges that you incur.

1.2 Your Device

Botchat is not responsible for the operation of your Device. You are responsible for ensuring the system functions of your Device are in working order when accessing the Service, including, but not limited to screen display operation features of your Device.

1.3 No Guarantee

Access to the Service may be suspended temporarily and without notice (i) in the event of system failure, (ii) for maintenance or repair, (iii) where we reasonably suspect there has been a breach of these Terms, (iv) for reasons reasonably beyond our control, or (v) as otherwise explained in these Terms.

2. Permitted Use and Restrictions

2.1 License Grant

Subject to the terms and conditions of these Terms, Botchat hereby grants you a limited, non-exclusive, personal, non-transferrable, non-sublicensable, non-assignable license to access and use the Service, including chatbots that you may create, access, or interact with through the Service (“**Bots**”) (including updates and upgrades that replace or supplement it in any respect and which are not distributed with a separate license, and any documentation) solely for your personal use on a Device that you own or control. We reserve all other rights that are not granted in these Terms.

2.2 User Acknowledgments

You acknowledge and agree that:

- Bots accessed via the Service should not be relied upon during emergencies; Bots may claim to perform actions for you in the real world but may not have taken any action other than to respond to you;
- Bots accessed via the Service may not generate accurate information and information provided may be out of date. You should independently verify responses or advice provided by any Bots on the Service. Botchat does not provide any warranties or guarantees as to the accuracy of any information provided via Bots;
- Bots on the Service are subject to modification and alteration, and may contain errors, design flaws, or other issues;
- Use of Bots may result in unexpected results, loss of data or communications, or other anticipated or unanticipated damage or loss to you;

- Bots may not operate properly, be in final form, or be fully functional; your access to the Service or the Bots is not guaranteed and the Service and the Bots are provided on an as-is basis.

2.3 Use Restrictions

You may not access or use the Service in any way that is not expressly permitted by these Terms. You may not: (i) cause, permit or authorize the modification, copy, creation of derivative works, translation, reverse engineering, decompiling, disassembling, or hacking of the Service; (ii) sell, assign, rent, lease, or grant rights in the Service, including, without limitation, through sublicense, to any other person or entity; or (iii) use the Service for any unlawful, prohibited, abnormal, or unusual activity as determined by Botchat in its sole discretion.

You further agree not to use the Service or Bots on the Service to:

- Violate the rights on another party or any applicable laws;
- Violate any of these Terms or our Privacy Policy;
- Reverse assemble, reverse compile, decompile, translate or otherwise attempt to discover the source code or underlying components of models, algorithms, and systems of the Service, the Bots, or their underlying technologies;
- Abuse, harm, interfere with, reverse engineer, or disrupt the Service, the Bots, or their underlying technologies, such as by accessing or using them in fraudulent or deceptive ways, introducing malware, or spamming, hacking, or bypassing any protective measures;
- Use the Service or the Bots in an automated fashion, such as by exceeding any rate limits set forth by us from time to time;
- Use the Service or the Bots to develop products, applications, services, foundation models or other large scale models that compete with the Service, the Bots, or their underlying technologies;
- Use any method to extract data from the Service or the Bots, including web scraping, web harvesting, or web data extraction methods, other than as permitted by these Terms; or
- Represent that Bot-Generated Content (defined below) is human-generated.

2.4 Eligibility

The Service may not be used by anyone under the age of 18 without the supervision of a parent or legal guardian who agrees to be bound by these Terms. By accessing or using the Service, you represent and warrant that you are at least 18 years of age (or the age of legal majority under applicable law), or, if not, that you have reviewed these Terms with your parent or legal guardian and that they have agreed to be bound by these Terms.

Additionally, children who are under 13 years of age are not permitted to use the Service.

2.5 Investigations

We may, but are not obligated to, monitor, or review our Service at any time. If we become aware of any possible violations by you of these Terms, we reserve the right to investigate such violations, and we

may, at our sole discretion, immediately terminate your license to use the Service pursuant to Section 13 (*Termination*) below.

2.6 Violation of these Terms

You must not use (or permit a third-party to use) the Service: (i) in any unlawful manner, for any unlawful purpose, or to act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the Service or any operating system used by the Service; (ii) in a way that could damage, disable, overburden, impair or compromise our systems or security, or interfere with other users; (iii) to collect or harvest any information or data from the Service or our systems or attempt to decipher any transmissions to or from the servers running the Service; (iv) via use of a robot, spider, or other automated device to monitor or copy the Service or any information provided by the Service; (v) to send, knowingly receive, upload, download, use or re-use any material which does not comply with these Terms; or (vi) to transmit, or procure the sending of, any unsolicited or unauthorized advertising or promotional material or any other form of similar solicitation (spam). You acknowledge and agree that you are solely responsible, and Botchat has no responsibility or liability to you or any other person or entity for, any breach by you of these Terms or for the consequences of any such breach.

3. Privacy

These Terms also incorporate the terms of our Privacy Policy (as updated from time-to-time). Our Privacy Policy explains how your personal information will be collected and used as well as other information regarding your privacy. By agreeing to these Terms, you are also agreeing to the Privacy Policy and you consent to (i) the processing of your personal information as explained in the Privacy Policy and (ii) the collection of information from your Device as explained in the Privacy Policy.

4. User Accounts and Security

4.1 User Accounts

To use certain features of the Service, you may be required to create a Botchat account and provide us with your first name, last name, email address, account username and password, and certain other information about yourself. You are solely responsible for the information associated with your account and anything that happens related to your account. You agree to provide true, accurate, current, and complete information as requested by any forms and maintain and update such information to keep it true, accurate, current, and complete. Your failure to maintain true, accurate, current, and complete account information may result in your inability to access or use our Service.

4.2 Account Security

Maintaining account security is very important. You are solely responsible for maintaining the confidentiality of your account passwords. You agree to notify Botchat immediately if you become aware of any unauthorized use of your password or your account.

4.3 Account Sharing or Transfers

Accounts are registered to you personally and may not be sold, traded, gifted, or otherwise transferred at any time under any circumstances. You may not share your account with, or disclose your password to, anyone else.

4.4 Account Deletion by You

You may delete your account at any time by logging into your account and selecting “delete account” or by contacting us as described in Section 21 (*Contact Information*) below.

4.5 Account Deletion by Us

Botchat may terminate your account at any time for any reason or no reason, including if: (a) Botchat determines that you are (i) in breach of or otherwise acting inconsistently with these Terms or (ii) engaging in fraudulent or illegal activities or other conduct that may result in liability to Botchat; (b) Botchat determines it is required by law to terminate your account; or (c) Botchat decides to stop providing the Service or critical portions of the Service. When terminating your account, Botchat may delete your account and the information in it. You have no ownership rights to your account.

5. Your Content

5.1 Your Content

Botchat may allow you to ask questions, post, or share Bot conversations within Botchat or outside of Botchat. All prompts and other inputs that you submit to any Bots (“**Input**”), and any results that you receive in response to your Input from Bots accessible via the Service (“**Bot-Generated Content**”), will collectively be considered “**Your Content**”. As between the parties and to the extent permitted by applicable law, you own all Input. Subject to your compliance with these Terms, Botchat hereby assigns to you all its right, title and interest in and to Your Content. Botchat may use Your Content to provide, improve and maintain the Service, including by displaying Your Content to others if you use the Service’s sharing features, making Your Bots available for others to use and interact with within the Service, and promoting Your Bots to others. We may also use Your Content as need to comply with applicable law, and enforce our policies. By using the Service, you grant us a worldwide, non-exclusive, royalty-free, transferable, and perpetual license to use Your Content and Your Bots as stated in these Terms. You are responsible for Your Content, including for ensuring that it does not violate any applicable law or these Terms.

5.2 Your Bots

BotChat may allow you to create Bots powered by our own open-source language model (“**Your Bots**”). Your Bots will be associated with your Botchat profile name. You have no obligation to create a Bot, but if you choose to create a Bot you are responsible for ensuring the content is lawful and does not violate these Terms or our other policies. Botchat may, in its sole discretion, remove your Bot if it violates these

Terms, our policies, or applicable law. Botchat takes no responsibility for Your Bots, any of their content, or others' use of Your Bots.

5.3 Similarity of Content

Due to the nature of machine learning, Bot-Generated Content may not be unique across users and the Service may generate the same or similar output for Botchat or a third party. Responses that are requested by and generated for other users are not considered Your Content.

5.4 Your Responsibility

You acknowledge and agree that Bots accessible via Botchat answer your questions based on knowledge derived from a variety of sources, and that Botchat does not create or generate any Bot-Generated Content. You acknowledge and agree that you are responsible for Your Content and Your Bots, including for ensuring that they do not violate any applicable law, these Terms, or our policies. We reserve the right to block, remove, and/or permanently delete Your Content or Your Bots if they are in breach of these Terms, our policies, or violate any applicable law or regulation, or if it creates risk for Botchat or negatively impacts the experience of other Botchat users.

6. Submitted Content

Botchat is not the source of, does not verify or endorse, and takes no responsibility for the content of communications or any material submitted or made available through the Service via any function that allows a user to send private messages or share content publicly (the "**Submitted Content**"). Submitted Content is entirely the responsibility of the person from whom such content originated. You therefore may be exposed to content that is offensive, unlawful, harmful to minors, obscene, indecent, or otherwise objectionable. Submitted Content may be protected by intellectual property rights owned by third parties. You are responsible for the content you choose to communicate and access using the Service. Botchat may in its sole discretion block, prevent delivery of, or otherwise remove the content of communications as part of its effort to protect the Service or its users, or otherwise enforce these Terms. Further, Botchat may in its sole discretion remove or decline to publish such content on the Service and terminate your account if you submit any content that is in breach of these Terms.

6.1 Messaging and Public Forums

Botchat may provide features that allow you to send private messages to other users, share posts to your Account's feed, or comment on other users' posts. These communication features and other public forms that Botchat may provide are intended to serve as discussion centers for users of the Service. All messages, posts and comments sent through the Service are Submitted Content. Depending on your account settings, some of the Submitted Content that you send or post through the Service may be seen by other users. When sending or posting Submitted Content through the Service, you must use good taste when discussing sensitive topics. Users are required to treat others with respect and honesty, and to be fair and informative. You are only permitted to send or post honest and valuable Submitted Content and you are prohibited from sending or posting rumors or negative opinions that are not supported by facts.

6.2 Submitted Content Guidelines and Restrictions

In addition to the prohibited activities described above, when sending or posting Submitted Content through the Service, you must not:

- Send or post anything that interferes with or disrupts the Site or the operation thereof, including files that contain malicious code, viruses, corrupted files or any other similar software or programs that may damage the operation of another's computer, network or the Site;
- Send or post statements or materials that are libelous or defame, harass, abuse, stalk, threaten, intimidate or in any way infringe on the rights of others;
- Send or post statements or materials that violate other contractual or fiduciary rights, duties or agreements;
- Send, post or upload personal information, pictures, videos or any other media of another person without their express permission;
- Delete or revise any material posted by another person or entity;
- Send or post statements or materials that are bigoted, hateful, racially offensive, vulgar, obscene, pornographic, profane, defamatory, or otherwise objectionable, including language or images that typically would not be considered socially or professionally responsible or appropriate in person;
- Send or post statements or materials that violate applicable law, encourage criminal conduct or discrimination based on race, sex, gender, religion, nationality, disability, sexual orientation or age, or that would give rise to civil or criminal liability or otherwise violate any law or regulation in any jurisdiction;
- Send or post statements or materials that are false or are misrepresentations;
- Send or post statements or materials that in any way harm minors;
- Send or post statements or materials that impersonate any other person or entity, whether actual or fictitious, including without limitation, employees and representatives of Botchat;
- Send or post statements or materials that misrepresent your affiliation with any entity and/or Botchat;
- Send or post anything that violates the privacy or publicity rights of any other person, including, without limitation, sending or posting any personally identifying information of another individual, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers, credit or debit card numbers or any trade secrets or information for which you have any obligation of confidentiality;
- Send or post statements or materials that constitute junk mail, spam or unauthorized advertising or promotional materials, including without limitation, links to commercial products or services or any political campaigning;
- Sending or posting material that in the sole judgment of Botchat is objectionable or restricts or inhibits any person or entity from using or enjoying any interactive features or other portions of the Service, or which may expose Botchat or its users to harm or liability of any nature; or
- Send or post material that infringes, or that may infringe, any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party, or that you otherwise do not

have the right to make available, without the express permission of the owner of the copyright, trademark, patent or other proprietary right. Botchat does not have any express burden of responsibility to provide any user with indications, markings or anything else that may aid any user in determining whether the material in question is copyrighted or trademarked. Users shall be solely liable for any damage resulting from infringements of copyrights, trademarks, patents, proprietary rights or any other harm resulting from such submission.

6.3 Submitted Content License

Botchat does not claim ownership of any of your Submitted Content. With respect to all of your Submitted Content, you grant Botchat a perpetual, irrevocable, non-terminable, transferable, worldwide, royalty-free, sublicensable, fully paid-up, non-exclusive and transferable license to use, reproduce, distribute, prepare derivative works of, display, modify, copy and perform the Submitted Content or any part of the Submitted Content in connection with the Service and Botchat's (and its successors' and affiliates') business, including without limitation for promoting and redistributing part or all of the Service (and derivative works thereof) in any and all media formats and through any and all media channels. You also hereby grant each user of the Service a non-exclusive license to access your Submitted Content through the Service while the Submitted Content is made available through the Service. You hereby represent, warrant, and covenant that any Submitted Content you provide does not include anything (including, but not limited to, text, images, music, or video) to which you do not have the full right to grant the license specified in this Section 6 (*Submitted Content*).

6.4 Disclaimer

Botchat expressly disclaims all responsibility and endorsement and makes no representation as to the validity of any opinion, advice, information or statement made or displayed through the Service by third parties, nor is Botchat responsible for errors or omissions in such postings, or for hyperlinks embedded in any messages. Under no circumstances will Botchat, or its licensors, affiliates, suppliers or agents be liable for any loss or damage caused by your reliance on information obtained through the Service. The opinions expressed in direct messages or in public posts or comments are solely the opinions of the participants, and do not reflect to opinions of Botchat, its licensors or any of their subsidiaries or affiliates.

6.5 User Acknowledgement

You acknowledge and agree that: (i) by using the Service, you may be exposed to content that you may find offensive or indecent and you do so at your own risk; (ii) you are solely responsible for, and Botchat has no responsibility to you or any third party for any Submitted Content that you create, submit, post or publish on or through the Service; (iii) Botchat does not guarantee any confidentiality with respect to your Submitted Content; and (iv) Botchat is not responsible for any Submitted Content provided by third parties that you may have access to through your use of the Service and all Submitted Content is the responsibility of the person from whom such Submitted Content originated. You acknowledge and agree that (y) Botchat has no control over and is not responsible for the use of Submitted Content by its users, including any user that has downloaded Submitted Content to a personal device; and (z) Botchat may not be able to remove Submitted Content that is downloaded onto a user's Device. Botchat does not

endorse any Submitted Content, or any opinion, recommendation, or advice expressed therein, and expressly disclaims any and all liability in connection with Submitted Content.

You acknowledge that your Submitted Content is your sole responsibility. You agree that, under no circumstances, will Botchat be liable in any way for any Submitted Content, including, but not limited to, any errors or omissions in any Submitted Content, or any loss or damage of any kind incurred as a result of the use or distribution of any Submitted Content transmitted or otherwise made available via the Service.

6.6 Removal

Botchat has no obligation whatsoever to monitor any of the Submitted Content in direct messages, posts, comments or other public forums. Notwithstanding the foregoing, you acknowledge that Botchat has the right to pre-screen your Submitted Content but has no obligation to do so. At Botchat's sole discretion, any Submitted Content may be included in the Service in whole or in part in modified form. In addition, Botchat and its designees shall have the right, but not the obligation, in their sole discretion, to refuse or remove any Submitted Content that is available via the Service that violates these Terms or is otherwise objectionable including, but not limited to, being unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene, or violating any party's intellectual property. Botchat may disclose such materials and the circumstances surrounding their transmission to any third party in order to satisfy any applicable law, regulation, legal process or governmental request and to protect itself, its clients, sponsors, users and visitors. Botchat further reserves the right to contact users to inform them of policies, hide users' Submitted Content or delete users' accounts without warning or advance notice, for any reason, including but not limited to the violation of these Terms. Any user failing to comply with the guidelines set forth in this Section 6 may be expelled from and refused continued access to the Service in the future.

6.7 Size Limitations

Materials sent, posted or uploaded via direct message, post, comment or other public forums may be subject to size and usage limitations. You are responsible for adhering to such limitations.

7. Idea Submissions

We welcome feedback from our users and appreciate your comments regarding our Service. However, our company policy does not permit us to accept or consider ideas, suggestions, proposals, or materials ("**Submissions**") that we have not specifically requested. This policy is intended to help us, and our customers avoid future misunderstandings when new products or services developed internally by our employees might be similar or even identical to a customer's idea.

If, despite our request that you not send us your ideas, you still submit them, then regardless of any conditions you may have attempted to place on your Submission, the following terms shall apply to your Submission: you acknowledge and agree that: (i) such Submissions will be considered non-confidential and non-proprietary; (ii) we have the right (subject to our Privacy Policy), without limit in time and without payment to you, to use, copy, distribute, adapt, and disclose it via the Service or otherwise to third parties for any purpose, in any way, and in any media worldwide now known or later discovered,

including, without limitation, the right to create derivative works, make improvements, perform (including through digital performance), and transmit (including through digital transmissions) such Submissions, and the right to transfer or sublicense such rights; (iii) we may have something similar to the Submissions already under consideration or in development; and (iv) you are not entitled to any compensation or reimbursement of any kind from us in connection with the Submissions under any circumstances.

8. Intellectual Property Rights

8.1 Trademarks

The Botchat name and logo are trademarks and service marks of Botchat. You do not have the right to use any of our trademarks, service marks, or logos, and your unauthorized use of any of these may be a violation of federal and state trademark laws.

8.2 Ownership

You acknowledge that all intellectual property rights in the Service, whether registered or unregistered, including but not limited to rights in graphics, logos, “look and feel,” trade dress, structure, organization, code, and all other content in the Service and compilation thereof, anywhere in the world, belong to us or our licensors and are valuable trade secrets and confidential information of Botchat, and are protected by intellectual property laws. Except for your Submitted Content, you acknowledge and agree that Botchat, and/or its licensors, own all right, title, and interest in and to the Service, including all intellectual property, industrial property, and proprietary rights recognized anywhere in the world at any time and that the Service is protected by U.S. and international copyright laws. Further, you acknowledge that the Service may contain information that Botchat has designated as confidential, and you agree not to disclose such information without Botchat’s prior written consent. Nothing posted on the Service grants a license to any Botchat trademarks, copyrights, or other intellectual property rights, whether by implication, estoppel or otherwise. You should assume that everything you see or read on the Service is proprietary information protected by copyright or trademark unless otherwise noted and may not be used except with the written permission of Botchat. When accessing the Service, you agree to obey the law and to respect the intellectual property rights of others. Your use of the Service is at all times governed by and subject to laws regarding copyright ownership and use of intellectual property.

9. DMCA Notice

9.1 DMCA Policy

Botchat has adopted a policy that provides for the suspension and/or termination of any user who is found to have infringed on the rights of Botchat or of a third party, or otherwise violated any intellectual property laws or regulations. Botchat’s policy is to investigate any allegations of copyright infringement brought to its attention.

9.2 Take-Down Notice

If you have evidence, know, or have a good faith belief that your rights or the rights of a third party have been violated and you want Botchat to delete, edit, or disable the material in question, you must

PRIVILEGED AND CONFIDENTIAL
ATTORNEY-CLIENT COMMUNICATION
ATTORNEY WORK PRODUCT
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provide Botchat with all of the following information (as required by the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act) to our designated copyright agent set forth below:

- A physical or electronic signature of the copyright owner or the person authorized to act on behalf of the owner of an exclusive copyright that is allegedly infringed;
- Identification of the copyrighted work (or works) claimed to have been infringed;
- Identification of the material that is claimed to be infringing and information reasonably sufficient to permit Botchat to locate the material (providing URLs in the content of an email is the best way to help us locate content quickly);
- Information reasonably sufficient to permit Botchat to contact you, including your address, telephone number, and e-mail address at which you may be contacted;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by you, or your agent, or the law;
- A statement made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf.

See 17 U.S.C 512(c)(3) for further information.

For this notification to be effective, you must provide it to Copyright Manager by email at [\[DMCA Email\]](#). You can also mail your DMCA request to:

Attn: Copyright Manager
Botchat, Inc.
875 Washington St
New York, NY 10014

Mailing DMCA notices may delay the processing of your request. Only copyright complaints should be sent to the Designated Agent. No other communications will be accepted or responded to.

If you fail to comply with each requirement above, your DMCA notice may not be valid and may not be acknowledged. Once proper notice is received by the Designated Agent, it is Botchat's policy to investigate the claim and notify the alleged infringer of your claim. If we determine that you have raised a legitimate copyright claim, we will remove or disable access to the infringing material and notify the content provider, member, or user that we have removed or disabled access to the material. In addition, repeat offenders will have the infringing material removed from the system and Botchat will terminate such content provider's, member's, or user's access to the Service.

9.3 Counter-Notice

If you believe that the material that was removed or to which access has been disabled is either not infringing, or you believe that you have the right to post and use such material from the copyright owner, the copyright owner's agent, or pursuant to the law, you must send a counter-notice containing the following information to the Designated Agent:

- Your physical or electronic signature;
- Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
- A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled;
- Your name, address, and telephone number; and
- A statement that you consent to the jurisdiction of federal district court in the judicial district in which your address is located, or if your address is outside of the United States, for any judicial district in which you may be found and that you will accept service of process from the person who provided the initial notification of alleged infringement.

If a counter-notice is received by the Designated Agent, Botchat may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed material or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member, or user, the removed material may be replaced or access to it restored in 10 to 14 business days or more after receipt of the counter-notice, at Botchat's discretion.

10. Indemnity

You agree to indemnify and hold us and our affiliates, and their respective business partners, licensees, licensors, officers, directors, employees, and agents (the "**Indemnified Parties**") harmless from and against any and all claims, demands, losses, damages, liabilities, costs, and expenses (including, without limitation, reasonable attorneys' fees and costs), arising out of or in connection with: (a) your use of the Service; (b) your breach or violation of any of these Terms; or (c) your violation of the rights of any third party. We reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you, which shall not excuse your indemnity obligations. In such event, you shall provide the Indemnified Parties with such cooperation as is reasonably requested by the Indemnified Parties.

11. Warranty Disclaimer

WE PROVIDE THE SERVICE ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE MAKE NO GUARANTEE THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR FREE, OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS. WE HAVE NO OBLIGATION TO CORRECT ANY BUGS, DEFECTS OR ERRORS IN THE SERVICE OR TO OTHERWISE SUPPORT, DEVELOP OR MAINTAIN THE SERVICE. While we take reasonable

precautions to prevent the existence of computer viruses and/or other malicious programs, we accept no liability for them. We also make no promises or guarantees, whether express or implied, that the content included on the Service is accurate, complete, or up to date.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE EXCLUDE ALL CONDITIONS, WARRANTIES, REPRESENTATIONS AND OTHER TERMS, WHICH MAY APPLY TO THE SERVICE (INCLUDING OUR PRODUCTS) WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF THE RIGHTS OF THIRD PARTIES WITH RESPECT TO THE SERVICE (INCLUDING OUR PRODUCTS) AND ALL INFORMATION AND CONTENT INCLUDED ON THE SERVICE.

No information or advice obtained through the Service, or affirmation by us, by words or actions, shall constitute a warranty.

Because some states or jurisdictions do not allow the disclaimer of implied warranties, the foregoing disclaimers may not apply to you.

12. Limitation of Liability

IN NO EVENT SHALL THE INDEMNIFIED PARTIES BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING LOST PROFITS, ANY BREACH OF SECURITY OR ANY DAMAGE TO YOUR DEVICE, LOST DATA, PERSONAL INJURY, PROPERTY DAMAGE, OR LOSSES ARISING OUT OF YOUR USE OF OR RELIANCE ON THE SERVICE OR YOUR INABILITY TO ACCESS OR USE THE SERVICE) ARISING FROM, RELATING TO, OR IN ANY WAY CONNECTED WITH THE USE OR THE PERFORMANCE OF THE SERVICE (INCLUDING OUR PRODUCTS) OR THESE TERMS, ARISING AND WHETHER FRAMED IN CONTRACT OR TORT, REGARDLESS OF THE NEGLIGENCE (EITHER ACTIVE, AFFIRMATIVE, SOLE, OR CONCURRENT) OF BOTCHAT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Your sole remedy for dissatisfaction with the Service including, without limitation, content offered on the Service, is to stop using the Service (including our products). Such limitation shall also apply with respect to damages incurred by reason of services or products received through or advertised in connection with the Service or any links on the Service, as well as by reason of any information or advice received through or advertised in connection with the Service or any links on the Service. Such limitation shall also apply with respect to damages incurred by reason of any content posted by a third-party or conduct of a third-party on the Service.

In the event the foregoing exclusion of liability is determined, in whole or in part, to be invalid or unenforceable, then the Indemnified Parties' liability arising in connection with the Service or under these Terms whether in contract, tort (including negligence) or otherwise, shall not exceed, under any circumstances, One Hundred Dollars (\$100). You agree that any claim or cause of action arising under these Terms or the performance or non-performance of the Service must be brought within one year after such claim or cause of action arises or be forever barred.

THE LIMITATIONS AND DISCLAIMER IN THIS SECTION DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW. BECAUSE SOME

STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, BOTCHAT'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. THIS PROVISION SHALL HAVE NO EFFECT ON BOTCHAT'S GOVERNING LAW PROVISION SET FORTH BELOW.

IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

13. Termination

We may terminate these Terms and/or terminate your permission to use the Service immediately, without prior notice or liability, if (a) you commit any breach of these Terms, (b) we discontinue the Service, or (c) we are prevented from providing the Service for any reason.

Furthermore, we reserve the right to change, edit, suspend, delete, and/or cancel any part of the Service and/or your access to it at any time with or without notice to you: (i) if required by law, or (ii) due to an event beyond our control.

On termination of these Terms for any reason: (x) all rights granted to you under these Terms will cease immediately, (y) you must immediately cease all activities authorized by these Terms (including your use of the Service), and (z) you acknowledge that we may restrict your access to the Service. Sections 3, 8 and 10–19 will survive any termination or expiration of these Terms.

14. Communication Between Us

If you wish to contact us in writing, or if any condition in these Terms requires you to give us notice in writing, you can send this to us as indicated in Section 21 (*Contact Information*) at the bottom of these Terms. If we have to contact you or give you notice in writing, we may do so by email or using any other contact details you provide to us.

15. Governing Law

These Terms and any matter arising out of or relating to these Terms, and any claim, cause of action, controversy, or matter in dispute between you and us, whether sounding in contract, tort, statute, regulation, or otherwise, shall be governed by the internal laws of the State of California in the United States, consistent with the Federal Arbitration Act, without regard to any choice or conflict of laws principles (whether of the State of California or any other jurisdiction). The United Nations Convention on Contracts for the International Sale of Goods is expressly excluded from these Terms.

16. Dispute Resolution

16.1 User Concerns

Most user concerns can be resolved quickly and to the user's satisfaction by contacting us at the contact details in Section 21 (*Contact Information*) below.

16.2 Disputes

By agreeing to these Terms, you expressly agree to the arbitration of all Disputes. Any controversy, allegation, or claim that arises out of or relates to the Service, these Terms, or any additional terms, whether heretofore or hereafter arising (collectively, a “**Dispute**”), except for any controversy, allegation or claim that arises out of or relates to our actual or alleged intellectual property rights (an “**Excluded Dispute**”), shall be finally resolved by arbitration. **The parties agree to arbitrate solely on an individual basis, and that these Terms do not permit class arbitration, or any claims brought as a plaintiff or class member in any class or representative arbitration proceeding.** The arbitrator or arbitral panel may not consolidate more than one person’s claims and may not otherwise preside over any form of a representative or class proceeding. In the event the prohibition on class arbitration is deemed invalid or unenforceable, then the remaining portions of the arbitration provisions will remain in force.

16.3 Arbitration Procedures

In the event your concern cannot be resolved informally, you and Botchat agree that, except as provided in Section 16.6 below, all Disputes, (each a “**Claim**”), shall be finally and exclusively resolved by binding arbitration, which may be initiated by either party by sending a written notice requesting arbitration to the other party. Any election to arbitrate by one party shall be final and binding on the other. The arbitration will be conducted under the Streamlined Arbitration Rules and Procedures of JAMS that are in effect at the time the arbitration is initiated (the “**JAMS Rules**”) and under the terms set forth in these Terms. In the event of a conflict between the terms set forth in this Section 16 (*Dispute Resolution*) and the JAMS Rules, the terms in this Section will control and prevail.

Except as otherwise set forth in Section 16.6 below, you may seek any remedies available to you under federal, state, or local laws in an arbitration action. As part of the arbitration, both you and Botchat will have the opportunity for discovery of non-privileged information that is relevant to the Claim. The arbitrator will provide a written statement of the arbitrator’s decision regarding the Claim, the award given, and the arbitrator’s findings and conclusions on which the arbitrator’s decision is based. The determination of whether a Claim is subject to arbitration shall be governed by the Federal Arbitration Act and determined by a court rather than an arbitrator. Except as otherwise provided in these Terms, (i) you and Botchat may litigate in court to compel arbitration, stay proceedings pending arbitration, or confirm, modify, vacate, or enter judgment on the award entered by the arbitrator; and (ii) the arbitrator’s decision shall be final, binding on all parties and enforceable in any court that has jurisdiction, provided that any award may be challenged if the arbitrator fails to follow applicable law.

IN THE CASE OF ARBITRATION AND WHERE PERMITTED BY LAW, YOU ARE AGREEING TO GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS. YOUR RIGHTS WILL BE DETERMINED BY A NEUTRAL ARBITRATOR AND NOT A JUDGE OR JURY. YOU ARE ENTITLED TO A FAIR HEARING, BUT THE ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT. ARBITRATOR DECISIONS ARE ENFORCEABLE AS ANY COURT ORDER AND ARE SUBJECT TO VERY LIMITED REVIEW BY A COURT.

16.4 Location

The arbitration will take place in the City and County of Los Angeles, California, United States of America, unless the parties agree to video, phone, or internet connection appearances.

16.5 Limitations

You and Botchat agree that any arbitration shall be limited to the Claim between Botchat and you individually. YOU AND BOTCHAT AGREE THAT (i) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE ARBITRATED ON A CLASS-ACTION BASIS OR TO UTILIZE CLASS ACTION PROCEDURES; (ii) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY OR AS A PRIVATE ATTORNEY GENERAL; AND (iii) NO ARBITRATION SHALL BE JOINED WITH ANY OTHER ARBITRATION.

16.6 Exceptions to Arbitration

You and Botchat agree that the following Claims are not subject to the above provisions concerning binding arbitration: (i) any Excluded Dispute; (ii) any Claim related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use; and (iii) any claim for equitable relief. In addition to the foregoing, either party may assert an individual action in small claims court for Claims that are within the scope of such court's jurisdiction in lieu of arbitration.

16.7 Arbitration Fees

If you initiate arbitration for a Claim, you will need to pay the JAMS arbitration initiation fee. If we initiate arbitration for a Claim, we will pay the costs charged by JAMS for initiating the arbitration. All other fees and costs of the arbitration will be charged pursuant to the JAMS Rules.

16.8 Severability

You and Botchat agree that if any portion of this Section is found illegal or unenforceable (except any portion of Section 16.6), that portion shall be severed and the remainder of the Section shall be given full force and effect. If Section 16.6 is found to be illegal or unenforceable then neither you nor Botchat will elect to arbitrate any Claim falling within that portion of Section 16.6 found to be illegal or unenforceable and such Claim shall be exclusively decided by a court of competent jurisdiction within the City and County of Los Angeles, California, United States of America, and you and Botchat agree to submit to the personal jurisdiction of that court.

17. Notice for California Residents

In accordance with California Civil 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. Notice for New Jersey Residents

If you are a consumer residing in New Jersey, the following provisions of this TOS Agreement do not apply to you: Section 11 (*Warranty Disclaimer*), Section 12 (*Limitation of Liability*), and the California

governing law provision of Section 15 (*Governing Law*) above (for example, to the extent that your rights as a consumer residing in New Jersey are required to be governed by New Jersey law).

19. Additional Important Terms

19.1 Assignment

The rights granted to you under these Terms may not be assigned without Botchat's prior written consent, and any attempted unauthorized assignment by you shall be null and void.

19.2 Severability

Except as otherwise provided in Section 16.8, if any part of these Terms is determined to be invalid or unenforceable, then that portion shall be severed, and the remainder of the Terms shall be given full force and effect.

19.3 Attorneys' Fees

In the event any litigation or arbitration is brought by either party in connection with these Terms, except as otherwise provided in Section 16.7, the prevailing party shall be entitled to recover from the other party all the reasonable costs, attorneys' fees and other expenses incurred by such prevailing party in any legal action relating to these Terms.

19.4 No Waiver

Our failure to enforce any provision of these Terms shall in no way be construed to be a waiver of such provision, nor in any way affect our right to enforce the same provision at a later time. An express waiver by Botchat of any provision, condition, or requirement of these Terms shall not be understood as a waiver of your obligation to comply with the same provision, condition, or requirement at a later time.

19.5 Equitable Remedies

You acknowledge and agree that Botchat would be irreparably damaged if the terms of these Terms were not specifically enforced, and therefore you agree that we shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect to any breach of these Terms, in addition to such other remedies as we may otherwise have available to us under applicable laws.

19.6 Entire Agreement

These Terms, including the documents referenced in these Terms, constitutes the entire agreement between you and Botchat with respect to the Service and supersedes any and all prior agreements between you and Botchat relating to the Service.

19.7 Transfer

We may transfer our rights and obligations under these Terms to another organization but this will not affect your rights or our obligation under these Terms.

20. Changes to These Terms

We reserve the right, at our sole discretion, to amend these Terms at any time. As applicable, we will notify you of material changes to these Terms when you next access the Service (we may also email you about any material changes to these Terms). We reserve the right at any time and from time-to-time to modify or discontinue, temporarily or permanently, the Service (or any part of it) with or without notice.

21. Contact Information

If you have any questions or comments relating to the Service or these Terms, please contact us at support@botchat.ai.