

Bairo Terms of Service

Bairo Corporation. (“Bairo” or “we”) provides services for healthcare professionals (the “Services”) through our website, accessible at www.bairocorp.com (the “Site”), and as applications for web browsers, mobile devices, tablet computers and similar devices (the “Apps”). Please read carefully the following terms and conditions (“Terms”) and our Privacy Policy. These Terms govern your access to and use of the Site, Services, Apps and Collective Content (defined below), and constitute a binding legal agreement between you and Bairo.

Certain areas of the Site and Apps (and your access to or use of certain Collective Content) may have different terms and conditions posted or may require you to agree with and accept additional terms and conditions. If there is a conflict between these Terms and terms and conditions posted for a specific area of the Site, Services, Apps or Collective Content, the latter terms and conditions will take precedence with respect to your use of or access to that area of the Site, Services, Apps or Collective Content. Unless explicitly stated otherwise, any new features that augment or enhance the current Services shall be subject to these Terms.

YOU ACKNOWLEDGE AND AGREE THAT, BY CLICKING ON THE “I AGREE” OR “I ACCEPT” BUTTON, OR ACCESSING OR USING THE SITE, SERVICES OR APPS, OR BY DOWNLOADING OR POSTING ANY CONTENT FROM OR THROUGH THE SITE, SERVICES OR APPS, YOU ARE INDICATING THAT YOU HAVE READ, AND UNDERSTAND AND AGREE TO BE BOUND BY, THESE TERMS, WHETHER OR NOT YOU HAVE REGISTERED VIA THE SITE OR APPS. IF YOU DO NOT AGREE TO THESE TERMS, THEN YOU HAVE NO RIGHT TO ACCESS OR USE THE SITE, SERVICES, APPS OR COLLECTIVE CONTENT.

Key Content-related Terms

“Content” means text, graphics, images, software (excluding the Apps), audio, video, information or other materials. “Bairo Content” means Content that Bairo makes available through the Site, Services or Apps, including any Content licensed from a third party, but excluding Registered User Content.

“Registered User” means a person that completes Bairo’s account registration process, as described under the “Account Registration” section below.

“Your Content” means Content that you post, upload, publish, submit or transmit to be made available through the Site, Services or Apps.

“Other User Content” means Content that another Registered User posts, uploads, publishes, submits or transmits to be made available through the Site, Services or Apps.

“Registered User Content” means Your Content and Other User Content.

“Collective Content” means, collectively, Bairo Content and Registered User Content.

Modification

Bairo reserves the right, at its sole discretion, to modify, discontinue or terminate the Site, Services or Apps or to modify these Terms, at any time and without prior notice. If we modify these Terms we will post the modification via the Site or Apps or provide you with notice of the modification. By continuing to access or use the Site, Services or Apps after we have posted a modification via the Site or Apps or have provided you with notice of a modification, you are indicating that you agree to be bound by the modified Terms. If the modified Terms are not acceptable to you, you must stop using the Site, Services and Apps.

Account Registration; Conditions on Access to and Use of the Services

Access to and use of the Services is limited to healthcare professionals who are United States residents and at least 18 years of age. You must register to create an account (“Account”) and become a “Registered User” to use the Services and the Apps. You can register via the Site or Apps. To register, you must provide your full name, the name of the healthcare institution where you work and/or are affiliated (the “Indicated Entity”), your email address, and other information specified in the registration form (“Registration Data”). By registering, and in consideration of the use of the Services, you represent and warrant : (i) the Registration Data that you provide about yourself is true, accurate, current, and complete; (ii) you are a healthcare professional; (iii) you are at least 18 years of age; and (iv) you will maintain and promptly update the Registration Data to keep it true, accurate, current and complete. You authorize Bairo to confirm the truthfulness and accuracy of the Registration Data. If you provide any information that is untrue, inaccurate, not current or incomplete, or if Bairo has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Bairo has the right to suspend or terminate your Account and refuse any and all current or future use of the Services. You also authorize Bairo to access your contact list and/or address book on your device in order to provide and use the Services.

Use of the Services is void where prohibited by law or by any Indicated Entity or otherwise. By using the Services, you represent and warrant that you have the right, authority, and capacity to agree to and abide by these Terms and that you are not prohibited from using the Services. You understand that your use of the Services may involve or require the transmission of significant amounts of data. You are responsible for all data charges that may be charged by your wireless carrier or internet service provider or that may otherwise arise from your use of the Services.

You understand and agree that the Services may include certain communications from Bairo, such as service announcements and administrative messages, and that these communications are considered part of Bairo membership and you will not be able to opt out of receiving them.

Security

The Services require users to provide a valid, working e-mail address and password to access and use the Services, Apps and Collective Content. Upon registering, you will receive a password,

which you may be required to change from time to time. Certain other Content, features, or functionalities within the Services may require additional access codes. Your e-mail address and the password and codes assigned to you are, collectively, your “Credentials.” You are solely responsible for (1) maintaining the strict confidentiality of your Credentials, (2) not allowing another person to use your Credentials to access the Services, (3) any and all damages or losses that may be incurred or suffered as a result of any activities that occur under your Credentials. You agree to immediately notify Bairo in writing by email to admin@bairocorp.com of any unauthorized use of your Credentials or any other breach of security. Bairo is not and shall not be liable for any harm arising from or relating to the theft of your Credentials, your disclosure of your Credentials, or the use of your Credentials by another person or entity. Any attempt to obtain unauthorized access or to exceed authorized access to the Site, Services, Apps or Collective Content shall be considered a trespass and computer fraud and abuse, punishable under state and federal laws. Bairo hereby notifies you that any or all communications with this Site can and will be monitored, captured, recorded, and transmitted to the authorities as deemed necessary by Bairo in its sole discretion and without further notice.

Disclaimers

YOU ACKNOWLEDGE THAT THE SITE, SERVICES AND APPS ARE NOT DESIGNED, INTENDED OR AUTHORIZED FOR USE IN HAZARDOUS OR MISSION-CRITICAL CIRCUMSTANCES OR FOR USES REQUIRING FAIL-SAFE PERFORMANCE, OR WHERE FAILURE COULD LEAD TO DEATH OR PERSONAL INJURY. YOU SHALL NOT USE THE SITE, SERVICES OR APPS FOR SUCH PURPOSES OR UNDER SUCH CIRCUMSTANCES. YOUR RELIANCE UPON THE CONTENT OBTAINED OR USED BY YOU THROUGH THE SITE, SERVICES OR APPS IS SOLELY AT YOUR OWN RISK.

Privacy

See Bairo’s Privacy Policy at www.bairocorp.com for information and notices concerning Bairo’s collection and use of your personal information.

Ownership

You provide Bairo access to Your Content so we can provide the desired Services and Apps. We don’t claim any ownership of Your Content. These Terms do not grant us any rights to your stuff or intellectual property except for the limited rights that are needed to run the Services and Apps, as explained below. You retain full ownership of Your Content, unless these Terms are superseded by a license agreement with your employer, in which case the ownership of Your Content is govern by the terms of the license agreement.

The Site, Services, Apps and Bairo Content are protected by copyright, trademark, and other laws of the United States and foreign countries. You acknowledge and agree that the Site, Services, Apps and Bairo Content, including all associated intellectual property rights, are the exclusive property of Bairo and its licensors. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or

accompanying the Site, Services, Apps or Bairo Content.

Licenses Granted by Bairo to Bairo Content and Registered User Content

Subject to your compliance with the terms and conditions of these Terms, Bairo grants you a limited, non-exclusive, non-transferable license: (i) to view, download and print any Bairo Content solely for your personal and non-commercial purposes; and (ii) to view any Registered User Content to which you are permitted access solely for your personal and non-commercial purposes. You have no right to sublicense the license rights granted in this section.

You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Site, Services, Apps or Collective Content, except as expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Bairo or its licensors, except for the licenses and rights expressly granted in these Terms.

App License

Subject to your compliance with these Terms and any additional license agreement between you and Bairo, Bairo grants you a limited non-exclusive, non-transferable license to download and install a copy of the App on up to five (5) mobile devices and computers that you own or control and to run such copies of the App solely for your own personal use.

Feedback

We welcome and encourage you to provide feedback, comments and suggestions for improvements to the Site, Services or Apps (“Feedback”). You may submit Feedback by emailing us at admin@bairocorp.com. You acknowledge and agree that if you submit any Feedback to us, you hereby grant to us a non-exclusive, worldwide, perpetual, irrevocable, fully-paid, royalty-free, sub-licensable and transferable license under any and all intellectual property rights that you own or control to use, copy, modify, create derivative works based upon and otherwise exploit the Feedback for any purpose.

Patient Data and Legal Compliance

State and Federal laws, as well as ethical and licensure requirements of your profession may impose obligations with respect to patient confidentiality that may limit the ability of physicians, health care providers, and persons acting on their behalf, to make use of certain confidential patient information (“Patient Information”) and/or to transmit Patient Information to third parties.

You represent and warrant that you will, at all times, comply with all laws directly or indirectly applicable to you that may now or hereafter govern the gathering, use, transmission, processing, receipt, reporting, disclosure, maintenance, and storage of the Patient Information, and use your best efforts to cause all persons or entities under your direction or control to comply

with such laws. You are at all times solely responsible for obtaining and maintaining all patient consents, if applicable, and all other legally necessary consents or permissions required or advisable to disclose, process, retrieve, transmit, and view the Patient Information that you transmit, store, or receive in connection with the Site, Services, Apps and any third party site.

WE CANNOT AND DO NOT ASSUME ANY RESPONSIBILITY FOR YOUR USE OR MISUSE OF PATIENT INFORMATION OR OTHER INFORMATION TRANSMITTED, MONITORED, STORED OR RECEIVED WHILE USING THE SITE, SERVICES, APPS OR COLLECTIVE CONTENT. WE RESERVE THE RIGHT TO AMEND OR DELETE ANY COLLECTIVE CONTENT (ALONG WITH THE RIGHT TO REVOKE OR RESTRICT ACCESS TO THE SITE, SERVICES, APPS OR COLLECTIVE CONTENT) THAT IN OUR SOLE DISCRETION VIOLATES THE ABOVE.

You acknowledge and agree that you are solely responsible for all Your Content that you make available through the Site, Services or Apps. Accordingly, you represent and warrant that: (i) you either are the sole and exclusive owner of all Your Content that you make available through the Site, Services or Apps or you have all rights, licenses, consents and releases that are necessary to grant to Bairo the rights in Your Content, as contemplated under these Terms; and (ii) neither Your Content nor your posting, uploading, publication, submission or transmittal of Your Content or Bairo's use of Your Content (or any portion thereof) on, through or by means of the Site, Services or Apps will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation, including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health (HITECH) Act, and any relevant State privacy laws.

Your representations, warranties, and obligations in this section survive termination of these Terms.

General Prohibitions

You agree not to do any of the following:

- Post, upload, publish, submit or transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships.
- Post, upload, publish, submit or transmit any Content that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any person or entity; or (vii) promotes illegal or harmful activities or

substances.

- Use, display, mirror or frame the Site or Apps, or any individual element within the Site, Services or Apps, Bairo's name, any Bairo trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without Bairo's express written consent;
- Access, tamper with, or use non-public areas of the Site or Apps, Bairo's computer systems, or the technical delivery systems of Bairo's providers;
- Attempt to probe, scan, or test the vulnerability of any Bairo system or network or breach any security or authentication measures;
- Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Bairo or any of Bairo's providers or any other third party (including another user) to protect the Site, Services, Apps or Collective Content;
- Attempt to access or search the Site, Services, Apps or Collective Content or download Collective Content from the Site, Services or Apps through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by Bairo or other generally available third party web browsers;
- Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation, from the Apps or otherwise;
- Use any meta tags or other hidden text or metadata utilizing a Bairo trademark, logo URL or product name without Bairo's express written consent;
- Use the Site, Services, Apps or Collective Content for any commercial purpose or the benefit of any third party or in any manner not permitted by these Terms;
- Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Site, Services, Apps or Collective Content to send altered, deceptive or false source-identifying information;
- Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Site, Services, Apps or Collective Content;
- Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Site, Services or Apps;
- Collect or store any personally identifiable information from the Site, Services or Apps from other users of the Site, Services or Apps without their express permission;

- Impersonate or misrepresent your affiliation with any person or entity;
- Violate any applicable law or regulation; or
- Encourage or enable any other individual to do any of the foregoing.

Bairo will have the right to investigate and prosecute violations of any of the above to the fullest extent of the law. Bairo may involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms. You acknowledge that Bairo has no obligation to monitor your access to or use of the Site, Services, Apps or Collective Content or to review or edit any Collective Content, but has the right to do so for the purpose of operating the Site, Services and Apps, to ensure your compliance with these Terms, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body. Bairo reserves the right, at any time and without prior notice, to remove or disable access to any Collective Content that Bairo, at its sole discretion, considers to be in violation of these Terms or otherwise harmful to the Site, Services or Apps.

Copyright Policy

Bairo respects copyright law and expects its users to do the same. It is Bairo's policy to terminate in appropriate circumstances Registered Users or other account holders who repeatedly infringe or are believed to be repeatedly infringing the rights of copyright holders. Please see Bairo's Copyright Policy at www.Bairo.com/about/copyright for further information.

Links

The Site, Services or Apps may contain links to third-party websites or resources. You acknowledge and agree that Bairo is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the Content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by Bairo of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources or the Content, products, or services on or available from such websites or resources.

Termination and Account Cancellation

If you breach any of these Terms, Bairo will have the right to suspend or disable your Account or terminate these Terms, at its sole discretion and without prior notice to you. Bairo reserves the right to revoke your access to and use of the Site, Services, Apps and Collective Content at any time, with or without cause. In the event Bairo terminates these Terms for your breach, you will remain liable for all amounts due hereunder. You may cancel your Account at any time by sending an email to support@Bairo.com.

Disclaimers

THE SITE, SERVICES, APPS AND COLLECTIVE CONTENT ARE PROVIDED “AS IS”, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, BAIRO EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. BAIRO MAKES NO WARRANTY THAT THE SITE, SERVICES, APPS OR COLLECTIVE CONTENT WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. BAIRO MAKES NO WARRANTY REGARDING THE QUALITY OF ANY PRODUCTS, SERVICES OR COLLECTIVE CONTENT PURCHASED OR OBTAINED THROUGH THE SITE, SERVICES OR APPS OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY CONTENT OBTAINED THROUGH THE SITE, SERVICES OR APPS.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM BAIRO OR THROUGH THE SITE, SERVICES, APPS OR COLLECTIVE CONTENT, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SITE, SERVICES AND APPS AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE, SERVICES OR APPS. YOU UNDERSTAND THAT BAIRO DOES NOT SCREEN OR INQUIRE INTO THE BACKGROUND OF ANY USERS OF THE SITE, SERVICES OR APPS, NOR DOES BAIRO MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS OF THE SITE, SERVICES OR APPS. BAIRO MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS OF THE SITE, SERVICES OR APPS OR THEIR COMPATIBILITY WITH ANY CURRENT OR FUTURE USERS OF THE SITE, SERVICES OR APPS. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SITE, SERVICES AND APPS AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE, SERVICES OR APPS, PARTICULARLY IF YOU DECIDE TO MEET OFFLINE OR IN PERSON.

Indemnity

You agree to defend, indemnify, and hold Bairo, its officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with your access to or use of the Site, Services, Apps or Collective Content, or your violation of these Terms.

Limitation of Liability

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED

BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE SITE, SERVICES, APPS AND COLLECTIVE CONTENT REMAINS WITH YOU. NEITHER BAIRO NOR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SITE, SERVICES, APPS OR COLLECTIVE CONTENT WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SITE, SERVICES, APPS OR COLLECTIVE CONTENT, OR FROM ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE SITE, SERVICES OR APPS OR OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE, SERVICES OR APPS WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT BAIRO HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

IN NO EVENT WILL CLIENT'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SITE, SERVICES, APPS OR COLLECTIVE CONTENT EXCEED ONE HUNDRED DOLLARS (\$100). THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN BAIRO AND YOU.

Proprietary Rights Notices

All trademarks, service marks, logos, trade names and any other proprietary designations of Bairo used herein are trademarks or registered trademarks of Bairo. Any other trademarks, service marks, logos, trade names and any other proprietary designations are the trademarks or registered trademarks of their respective parties.

Controlling Law

These Terms and any action related thereto will be governed by the laws of the State of Florida without regard to its conflict of laws provisions.

Export Control

You agree to comply fully with all U.S. and foreign export laws and regulations to ensure that neither the App Store Sourced App nor any technical data related thereto nor any direct product thereof is exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws and regulations. By using the App Store Sourced App, you represent and warrant that: (i) you are not located in a country that is subject to a U.S.

Government embargo, or that 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.

Entire Agreement

These Terms constitute the entire and exclusive understanding and agreement between Bairo and you regarding the Site, Services, Apps and Collective Content, and these Terms supersede and replace any and all prior oral or written understandings or agreements between Bairo and you regarding the Site, Services, Apps and Collective Content.

Assignment

You may not assign or transfer these Terms, by operation of law or otherwise, without Bairo’s prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and of no effect. Bairo may assign or transfer these Terms, at its sole discretion, without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

Notices

Any notices or other communications permitted or required hereunder, including those regarding modifications to these Terms, will be in writing and given: (i) by Bairo via email (in each case, to the address that you provide); or (ii) by posting to the Site; or (iii) via the Apps. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

Dispute Resolution

You and Bairo agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Site, Services or Apps (collectively, “Disputes”) will be settled by binding arbitration, except that each party retains the right: (i) to bring an individual action in small claims court and (ii) to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party’s copyrights, trademarks, trade secrets, patents or other intellectual property rights (the action described in the foregoing clause (ii), an “IP Protection Action”). The exclusive jurisdiction and venue of any IP Protection Action will be the state and federal courts located in the Northern District of Florida and each of the parties hereto waives any objection to jurisdiction and venue in such courts. You acknowledge and agree that you and Bairo are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding. Further, unless both you and Bairo otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this “Dispute Resolution” section will be deemed void. Except as provided in the preceding sentence, this “Dispute Resolution” section will survive any termination of these Terms.

Arbitration Rules and Governing Law. The arbitration will be administered by the American Arbitration Association (“AAA”) in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the “AAA Rules”) then in effect, except as modified by this “Dispute Resolution” section. (The AAA Rules are available at www.adr.org/arb_med or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this Section.

Arbitration Process. A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. (The AAA provides a form Demand for Arbitration at http://www.adr.org/aaa/ShowPDF?doc=ADRSTG_004175 and a separate form for Florida residents at http://www.adr.org/aaa/ShowPDF?doc=ADRSTG_015822.) The arbitrator will be either a retired judge or an attorney licensed to practice law and will be selected by the parties from the AAA’s roster of arbitrators. If the parties are unable to agree upon an arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules.

Arbitration Location and Procedure. Unless you and Bairo otherwise agree, the arbitration will be conducted in the county where you reside. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of the documents that you and Bairo submit to the arbitrator, unless you request a hearing or the arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

Arbitrator’s Decision. The arbitrator will render an award within the time frame specified in the AAA Rules. The arbitrator’s decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator’s award of damages must be consistent with the terms of the “Limitation of Liability” section above as to the types and amounts of damages for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant’s individual claim. If you prevail in arbitration you will be entitled to an award of attorneys’ fees and expenses, to the extent provided under applicable law. Bairo will not seek, and hereby waives all rights it may have under applicable law to recover, attorneys’ fees and expenses if it prevails in arbitration.

Fees. Your responsibility to pay any AAA filing, administrative and arbitrator fees will be solely as set forth in the AAA Rules. However, if your claim for damages does not exceed \$75,000, Bairo will pay all such fees unless the arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)).

Changes. Notwithstanding the provisions of the “Modification” section above, if Bairo changes this “Dispute Resolution” section after the date you first accepted these Terms (or accepted any

subsequent changes to these Terms), you may reject any such change by sending us written notice (including by email to admin@bairocorp.com) within 30 days of the date such change became effective, as indicated in the “Last Updated Date” above or in the date of Bairo’s email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and Bairo in accordance with the provisions of this “Dispute Resolution” section as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).

General

The failure of Bairo to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Bairo. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise. If for any reason a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

Contacting Bairo

If you have any questions about these Terms or any App Store Sourced App, please contact Bairo by email at admin@bairocorp.com.