



## TERMS AND CONDITIONS OF USE AND SERVICE

**Last Updated: 28 August 2025**

By accessing or using <https://baotree.io/> or any of its related blogs, websites or platforms (collectively, "the Website"), owned by Baotree Ltd. (reg: 12539971) ("Baotree"), a private limited liability company registered and operating in accordance with the laws of United Kingdom, you agree that you have read, understood and agree to be bound to the terms and conditions contained herein (the "Terms"). All rights in and to the content of the Website remain at all times expressly reserved by Baotree.

Please see Baotree's distinct sections on Intellectual Property, and Disclaimers & Indemnities.

Please read these terms carefully before accessing or using the Website and/or Services. Baotree will assume you have read and understood these terms should you continue to access or make use of the Website and/or Services.

It is important to note the following:

The terms "user", "you" and "your" are used interchangeably in these Terms and refer to all persons accessing the Website or Baotree Services for any reason whatsoever. Accordingly, the terms "us", "our" or "we" refers to Baotree or its possession.

Not all terms are necessarily defined in order. These terms were last updated on 13 August, 2025.

If you would like to become a Customer and create your own dashboard and create Projects using the Website and our Services, please follow the relevant prompts on the Website to do so. Apart from being subject to these Terms, Customers will then be required to complete an additional and distinct Customer Agreement which is an additional agreement between the Customer and Baotree explaining the additional terms applicable to the Customer's inclusion on the Website and their creation of a Project.

For the purposes of these Terms, 'Users' refers collectively to all persons accessing the Baotree Website or Services, including but not limited to roles defined as Administrator or Data Collector. Where necessary, these groups will be individually identified by their respective roles.

## **INTRODUCTION TO THE WEBSITE AND SERVICES**

Baotree provides an online platform which, amongst other services (“Baotree Services”/ “Services”), operates as an online software-as-a-service platform allowing customer organisations (“Customer/s”) to create bespoke field operation projects (“Projects”) which the Customer requires assistance with completing for its own or altruistic purposes.

Depending on the exact Baotree Services used on the Website or derived from Baotree otherwise, users may need to pay a subscription fee to Baotree (“Fee”), which fee shall be determined as per these Terms and Website-provided information and explained to a user before incurring any fee.

These Terms explain the conditions applicable to all users using the Website and/or the Baotree Services.

In order to use many of the Baotree Services and/or become a Customer, Customers must register on the Website using the prompted methods and submit any required information to create a “Profile”, or Customers can be onboarded directly via the Baotree Sales Team – more information about this below.

The Website and these Terms are subject to change without notice. These Terms are updated or amended from time to time and will be effective upon Baotree uploading the amended Terms to the Website. Your continued access or use of the Website and/or Baotree Services constitutes your acceptance to be bound by the Terms, as amended. It is your responsibility to read these Terms periodically to ensure you are aware of any changes.

Supplemental terms may apply to certain Baotree Services, such as policies for a particular activity or promotion or from a particular Customer, and such supplemental terms will be disclosed to you in connection with the applicable Baotree Services. Supplemental terms are in addition to and shall be deemed incorporated into the Terms for the purpose of the Baotree Services.

Unauthorised use of the Website or a breach of these Terms by a user may give rise to a claim for damages against the infringing party and/or be a criminal offence.

## **RELATIONSHIP BETWEEN THE PARTIES**

**BAOTREE PROVIDES SOFTWARE SERVICES AND IS NOT AN EMPLOYER, RETAILER, LABOUR BROKER, NOR EMPLOYMENT OR OTHER ADVISER NOR PROVIDER. ALL TOOLS PROVIDED ON THE WEBSITE OR AS PART OF THE BAOTREE SERVICES ARE FOR INFORMATION PURPOSES ONLY, WHERE ANY FORMAL TRANSACTIONS BETWEEN USERS FACILITATED BY THE WEBSITE IS BETWEEN THEM PRIVATELY, AND FOR WHICH BAOTREE HOLDS NO RESPONSIBILITY.**

Customers understand and expressly agree that they are, at all times, an independent entity creating their own projects for Users to work on, and are not an employee, partner, or agent of Baotree in any regard. As such, all Project issues or Customer actions performed are exclusively the liability of the Customer, and not of Baotree. Baotree may assist the users in engaging on a Project, via the Website or otherwise, but the Customer is always responsible and liable for any and all of their Projects offered.

While Baotree may provide general operational guidance or recommendations to Customers and their associated Users, all final decisions, actions, and liabilities relating to the creation, management, and execution of Projects remain solely with the Customer and the engaged parties. Baotree's role is limited to facilitating the platform and providing support services; Baotree accepts no liability for the outcomes of Project-specific decisions or actions taken by Users.

Similarly, Customers understand and expressly agree that they are at all times an independent contractor and all Users associated with that Customer are exclusively liable for their independent actions performed in relation to any Project they are assisting with. Users are allowed to agree on their own Project-specific terms of service with the Customers, however, failing any agreement on Project terms between the parties, the provision applicable to Users in these Terms will apply.

If Users are engaged on a Project with a particular Customer, these parties do so entirely at their own risk and via private arrangement, where Baotree is not responsible for any liability arising from such a private transaction. Accordingly, when becoming involved in a Project:

Users provide their independent services to a Customer and will be required to confirm their acceptance of certain terms of service from that Customer, which Users accept when they are onboarded onto any Project. Should any dispute arise between the Users and Customers relating to the Project specifications/requirements as accepted, that dispute must be dealt with privately between the Customer and the User as independent parties contracting with each other. Baotree and/or a User reserve the right to assist those parties in their private dispute, but are under no obligation to do so.

Although Baotree carefully curates Customers, Users and/or user Profiles prior to being placed on the Website, Baotree is not responsible for the quality or standard of any information advertised or displayed on any Profile or derived from any tool used on the Website or Services in any way.

## **USER REGISTRATION PROCESS**

In order to use all of the Services and/or to create/engage with Projects, Customers will need to create and correctly complete a "Profile" on the Website, or provide the required information correctly directly to the Baotree Sales team.

Each User shall have only one (1) Profile and agrees to provide accurate, current and complete information during the registration process and to update such information as and when it changes.

Customers:

- Customer users must register their entity's information and associated Project information onto their unique Profile on the Website, using the relevant provided prompts.
- As part of their Profile completion, Customers must also register the Users chosen to assist in the various Projects created by them.
- Customers warrant that they have the express consent of any User to provide a Users personal Information to Baotree and/or the Website in any way.
- Customers are also responsible for collating all the requisite information on relevant third-party Users which have made themselves known to the Customer to be available for assisting on various Projects.

Users (Administrators and Data Collectors):

- Users once registered by their Customer as part of that Customer's registration with Baotree, will receive a URL link to their internet-accessible telephone, which links the User to the system via an activation URL that they must activate/click. The Baotree native application is available for downloading from Apple App Stores and Google Play App Stores.
- Once the User has activated the link to the Website, they will be asked to verify and/provide further information about themselves, as well as their link to the registering Customer. They will also need to accept these Terms, as well as our Privacy Policy, which allows us to continue processing their personal information.
- Once the User has completed all of the requisite information, they will be allocated their own Profile to populate as necessary.

To protect your privacy and security, the Website takes reasonable steps to verify your identity by capturing your first name, last name, and contact information (email address and mobile number) in order to grant access to your Profile and data. To view or change your personal information provided, you can contact Baotree at [customers@baotree.io](mailto:customers@baotree.io).

By entering your personal information on the Website, you warrant that the person using the Website is you and/or you have the legal authority to act on behalf of a corporate entity. You are responsible for your Profile and all actions perpetrated therewith and thereon, and you should not share your login details or password with anyone.

By submitting your personal information to the Website for its use in a Profile or otherwise, you consent to Baotree using this information to facilitate a connection between you and another user.

Please see Baotree's Privacy Policy regarding more details on how Baotree uses and processes your personal information.

Users must be over the age of 18 (eighteen) and have full legal capacity to enter into, understand and be bound by a lawful contract. If you are under the age of 18 (eighteen), you must not use the Website and/or Services, nor provide us with any of your personal information.

## **THE SERVICES – PROFILES, SERVICES AND FEES**

The Services:

The Website and Baotree provides various online software-as-a-service services, which amongst others, includes the following great offerings for all users.

For Customers:

- Customers can register their entity and add Projects which they wish to engage with or create for the benefit of themselves, and their associated Users.
- When onboarding for the Baotree Services, Customers must choose a subscription package entitling them to the associated Baotree Services, which package will dictate what exact Services the Customer acquires from Baotree.
- Customers are required to input the information of Users which have made themselves known to the Customer to want to become involved in a Customer's Project. Such inputs must be made on the Website.
- To complete a Customer's inclusion on the Website, Baotree will vet and verify the Customer's information, where Baotree may refuse to register a Customer on the Website/for the Services at any time and for any reason in its sole discretion.
- Customers will receive the funds via Baotree's Website, once a Project has successfully been deemed complete, all incentives have been accumulated, and the Project has been successfully verified and closed by Baotree.
- The funds will be released directly into Customers accounts, based on the initial subscription details submitted to our Website.
- When setting up a Project, the Customer will calculate the formula which determines the relationship between tasks completed, incentives earned, and the conversion of incentives into funds. Baotree may provide guidance but will not be liable for the final decision made.

Users (Administrators and Data Collectors):

Users will be notified via email or mobile phone notification that a Customer has nominated them to become involved in a Project or for general inclusion on the Website.

Once the User receives this notification, they must follow the provided prompts to register on the Website/native application and complete their Profile.

PLEASE NOTE: When using the Website, Baotree native application and providing their services to Customers, Users operate as independent limited intermediaries to Customers. Accordingly, Users warrant to Baotree and others that they will adhere to all laws applicable to their provision of same intermediary services.

Users are responsible for confirming to their Project-linked Customer as to whether any Project they are supervising is completed/being performed in accordance with the Project requirements set by the Customer on the Website. Users warrant that all information related to a Project which they provide to a Customer is true and accurate in every respect.

Users are required to have internet access capabilities, as well as a communication device that they can use to engage with the Website, native application, and access the internet and Website as needed.

Fees owed to Baotree:

In order to use the Website/Services, all fees are the responsibility of the Customer and not each individual User. For Customers to use the Baotree Services and Website in the regular course, Customers are subject to pay a Fee to Baotree on the following bases:

When first registering to use the Services/Website via the automated onboarding sign up service on the Website, at Baotree's discretion, Customers may be provided with a free trial period, of up to 30 (thirty) days, before their monthly subscription to the platform starts ("Trial Period").

Once the Trial Period is over, the Customer will be notified and must choose from a range of subscription packages in order to continue to access and use the Services/Website.

The various subscription packages available have associated included Services, which are different depending on which exact subscription package is chosen.

Please consult the Website for all Fees and Services applicable to all of our offered subscription packages.

Payment of a Fee can be made using a number of options on the Website or direct to Baotree's bank account. These include but are not limited or restricted to; Credit Card, direct EFT, Master Card™, PayPal™ and Stripe™ payment gateway options.

Customers understand and agree that by using the services of a third-party payment provider, they will be subject to that provider's terms of service, which service has nothing to do with Baotree.

To terminate your use of the Baotree Services or the Website, please see clause 15 below.

Baotree may, from time to time, provide certain users with promotional offers and discounts that may result in different amounts charged for the same or similar services obtained through the use of the Baotree Services. You agree that such promotional offers and discounts, unless also made available to you, shall have no bearing on your use of the Baotree Services or the fees applied to you.

Baotree reserves the right to establish, remove and/or revise any Fees for any or all services obtained through the use of the Baotree Services at any time in Baotree's sole discretion. Baotree will use reasonable efforts to inform you of all charges or Fees that may apply to you, provided that you will be responsible for the payment of all Fees incurred correctly in your Profile.

Fees will be invoiced directly to Customers based on their agreed-upon subscription terms and timing. If the Customer has agreed to automated billing, fees will be deducted automatically, provided the customer has provided their own credit/debit card details and given the necessary consent when enabling this functionality. Baotree will pursue necessary legal means to recover any fees that are not paid in accordance with terms agreed.

## USER RESPONSIBILITIES AND WARRANTIES

By using the Website and/or the Baotree Services, you warrant that:

- you have read and agreed to these Terms and will use the Website in accordance with them;
- you have not made any misrepresentations and the information provided in the registration process and/or in your Profile is true, accurate and complete;
- you will timeously pay any due Fees to Baotree when required to do so under these Terms;
- you expressly understand and agree to how Baotree is only a facilitating party for all users, and any liability stemming from any Users work on a Project lies exclusively with the relevant Customer and user, and not with Baotree;
- you expressly understand and agree that a User operates merely as a limited intermediary for Customers on a Project. As such, the User is not liable for the actions of their associated Customer in any way;

- you are the age of majority in your country of residence and/or possess the legal authority and capacity to act on your own and/or on behalf of your employer organisation, and lawfully possess and submit all information to the Website for the use of it or the Baotree Services;
- you will not post, upload, replicate or transmit any abusive content on the Website that is or could reasonably be considered, in Baotree's sole discretion, to be threatening, harassing, inappropriate, defamatory, abusive, racist, sexist, discriminatory, in breach of confidence, in breach of privacy or restrict any user in any way from properly using the Website;
- you, the Customer, are subject to provide a means of transport, fuel and operational running costs for the duration of your User's registration within a Project. Baotree / Website does not cover running costs, operational costs or salaries to any of the users within the system.
- any reporting, Task evidence captured, and all Project data is based on the true input from the respective Customer and User.
- you will not send any unsolicited electronic messages or use any software, routine or device to interfere or attempt to interfere electronically or manually with the operation or functionality of the Website including but not limited to uploading or making available files containing corrupt data or viruses via whatever means or deface, alter or interfere with the front end 'look and feel' of the Website or the underlying software code;
- you will be liable, to whichever relevant authority, to pay any tax or duty or VAT associated with your receipt of any fees from another user, as is required by the system of law to which you are subject, where Baotree is not liable at all for such payment of any such tax, duty or VAT on your behalf;
- you will not infringe any third party's or the Website's intellectual property or other rights or transmit content that the user does not own or does not have the right to publish or distribute;
- you will treat all other users with respect and dignity at all times;
- you will not use the Website platform for any commercial purpose other than as expressly provided for by Baotree and the Terms;
- you will not use the Website to breach any applicable law or regulation or perform or encourage any illegal activity including (without limitation) promoting or facilitating access to, use of or sale of illegal substances, services, information or devices; and
- you will not facilitate or assist any third party to do any of the above,

failing which, same infringement will be automatically deemed to be a material breach of these Terms, and sanctions will be levied against the infringing party.

The Website is only available on compatible devices connected to the internet. It is your responsibility to obtain these devices and any data network access necessary to utilise the Website. The network's data and messaging rates and fees may apply if you use the Website and you shall be responsible for such rates and fees. The same applies to your geo-locationary information, in that some of the Baotree Services and/or Website requires you to have geo-locationary functionality in order to function.

Without prejudice to any of Baotree's other rights (whether at law or otherwise), Baotree reserves the right to deny you access to the Website or the Baotree Services where Baotree believes (in its reasonable discretion) that you are in breach of any of these Terms, or for any other reason, provided it provides you with relevant notice.

Baotree does not guarantee that the Website, or any portion thereof, will function on any particular hardware or device.

### **RECEIPT AND TRANSMISSION OF DATA MESSAGES**

Data messages, including email messages, sent by you to Baotree will be considered to be received only when acknowledged or responded to.

Data messages sent by Baotree to you will be regarded as received when the complete data message enters an information system designated or used for that purpose by the recipient and is capable of being retrieved and processed by the recipient.

Baotree and/or users reserve the right not to respond to any email or other data message which contains obscene, threatening, defamatory or otherwise illegal, unlawful or inappropriate content, and to take appropriate action against the sender of such email or data message where necessary.

Messages sent over the internet cannot be guaranteed to be completely secure as they can be intercepted, lost or corrupted. Baotree is therefore not responsible for the accuracy or safety of any message sent by email or automated systems over the internet, whether between Baotree and a user, or between users.

It is acknowledged and understood that all messages transmitted between Customers, and their associated Users are communications designed and provided by the sender and for the recipient. Baotree cannot be held accountable for any directive that may be originating from a text message or voice message that may result in injury, death or any negative impact. Baotree is merely the platform of message delivery.

### **Data Analysis and Third-Party Tools**

Baotree reserves the right to utilize applications, services, databases, and third-party tools – including those that incorporate artificial intelligence (AI) – to enhance service quality, improve operational efficiencies, and provide tailored insights and recommendations. These tools and services are carefully selected in accordance with Baotree’s Privacy Policy and internal data protection standards.

All customer data processed through such tools will remain private and will be used solely for the delivery and improvement of Baotree’s offerings to that specific customer. The data remains exclusive to each customer who has entered it and is never used externally beyond what is necessary to support Baotree’s services. Under no circumstances will customer data be shared with other clients or used by third-party providers for their own commercial, research, or product development purposes.

While Baotree takes reasonable steps to ensure all third-party providers adhere to high standards of data protection and confidentiality, it cannot be held liable for the independent actions or failures of those providers. Customers are encouraged to review Baotree’s Privacy Policy for further information on how third-party tools are assessed and engaged.

### **HYPERLINKS, DEEP LINKS, FRAMING**

The Website may include links to other internet sites (“the other sites”). Baotree does not own or endorse the other sites and is not responsible for the information, material, products or services contained on or accessible through the other sites. Any such hyperlinks do not imply any Baotree endorsement, agreement on or support of the content or products of such target sites.

Baotree does not purport to own the content on the other sites which may be shown on the Website.

The User’s access and use of the other sites remain solely at the user’s own risk and on the terms set by the relevant third party and/or user.

### **ADVERTISING AND SPONSORSHIP**

The Website may contain advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion in the Website complies with all applicable laws and regulations.

Baotree, its shareholders, employees, suppliers, partners, affiliates and agents accordingly exclude, to the maximum extent permitted in law, any responsibility or liability for any error or inaccuracy appearing in advertising or sponsorship material.

## **INTELLECTUAL PROPERTY PROTECTION**

All Website material, content, information, Service information, data, software, icons, text, graphics, lay-outs, images, sound clips, advertisements, video clips, trade names, logos, processes, data capture and analysis methods, trademarks, designs, copyright and/or service marks (as well as the organisation and layout of the Website) together with the underlying software code and everything submitted by a user to the Website and Baotree in use of the Baotree Services, (“the intellectual property”) are owned (or co-owned or licenced, as the case may be) by Baotree, its legitimately authorised third-parties, its shareholders, associates and/or partners, whether directly or indirectly, and as such, are protected from infringement by domestic and international legislation and treaties.

For clarity, all rights to any intellectual property provided by a user to the Website will remain with the user, but for which the user has provided Baotree with a non-exclusive, non-transferable licence to use such user intellectual property as Baotree deems fit on the Website and/or in advertising, for as long as the user remains registered on the Website.

Subject to the rights afforded to you in these Terms, all other rights to all intellectual property on the Website are expressly reserved. You may not copy, download, print, modify, alter, publish, broadcast, distribute, sell or transfer any intellectual property, editorial content, graphics or other material on the Website or the underlying software code whether in whole or in part, without the written consent of Baotree first being granted, which consent may be refused at the discretion of Baotree. No modification of any intellectual property or editorial content or graphics is permitted.

Baotree reserves the right to make improvements or changes to the intellectual property, information, graphics and other materials on the Website, including that of a user in their Profile, or to suspend or terminate the Website, at any time without notice; provided that any transactions already concluded through the Website resulting in any fees, will not be affected by such suspension or termination, as the case may be.

Where any of the Website intellectual property has been licensed to Baotree or belongs to any third party, other than that which has been submitted by a user to the Website in the use of the Baotree Services, all rights of use will also be subject to any terms and conditions which that licensor or third party imposes from time to time and you agree to comply with such third-party terms and conditions.

Subject to adherence to the Terms, Baotree grants to users a personal, non-exclusive, non-assignable and non-transferable license to use and display all content and information contained on the Website on any machine which the user is the primary user. However, nothing contained on the Website should be construed as granting any licence or right to use any intellectual property without the prior written permission of Baotree.

Baotree reserves the right that any data, research or scientific studies that are conducted with any use of the Baotree Website / Services, is required to submit the correct accreditation to Baotree and the use of the system thereof, in the form of written consent provided by a Baotree director.

Any enquiries regarding any of the above relating to intellectual property must be directed to Baotree at [hello@baotree.io](mailto:hello@baotree.io).

### **Use of Case Studies and Media Postings**

Baotree reserves the right to use and share case studies, media postings, and other promotional materials that include information about the work conducted with its customers. This may include, but is not limited to, the results of projects, testimonials, and specific use cases. Such use is intended to demonstrate the efficacy and impact of Baotree's services and may be featured on the Website, in marketing materials, or in other communications.

Customers grant Baotree a non-exclusive, royalty-free license to use their names, trademarks, service marks, logos, domain names, and other distinctive brand features in these case studies and media postings. Baotree is committed to respecting the intellectual property rights of its customers and will not disclose any confidential information or proprietary data without the prior written consent of the customer. Customers who wish to opt out of such use may do so at any time by submitting a written request to [customers@baotree.io](mailto:customers@baotree.io). Baotree will acknowledge and respect all such requests in accordance with its data and communications policies.

### **PRIVACY AND PERSONAL INFORMATION POLICY**

Please see our comprehensive Privacy Policy to understand how we process your personal information when you use the Website and/or Services.

### **DISCLAIMERS AND WARRANTIES**

The Website, including any intellectual property appearing therein, is provided "as is" and "as available". Baotree makes no representations or warranties, express or implied, including but not limited to warranties as to the accuracy, correctness or suitability of either the Website, information provided by another user and/or the information contained on the Website in any way.

All information or opinions of users made available on the Website in relation to any of the Baotree Services are those of the authors and not Baotree. While Baotree makes every reasonable effort to present such information accurately and reliably on the Website, Baotree does not endorse, approve or certify such information, nor guarantee the accuracy or completeness of such information on the Website or from another user.

Baotree, its shareholders, employees and partners, accept no liability whatsoever for any loss, whether direct or indirect, consequential or arising from information made available on (or by means of) the Website, other users thereon, and/or transactions or actions resulting therefrom, including a user's inclusion in any Project in any way.

Baotree, its shareholders, employees, partners and affiliates, accept no liability whatsoever for any costs, expenses, fines or damages, including but not limited to direct or indirect loss or damages, including any economic loss, consequential loss, loss of profits or any form of punitive damages, resulting from the facilitation and offering of the Baotree Services, and access to, or use of, the Website in any manner.

Baotree primarily operates under the laws of the United Kingdom. Users accessing the Website or Services from outside the UK are responsible for ensuring that their use complies with applicable local laws and regulations.

By using the Services, you warrant that such use is lawful in your jurisdiction. Baotree makes no representation that its Website or Services are appropriate or available for use outside the UK, and disclaims any liability for non-compliance with foreign laws.

To the extent permitted by law, Baotree shall not be held responsible for a user's failure to comply with such foreign regulations.

Baotree takes reasonable security measures to ensure the safety and integrity of the Website and to exclude viruses, unlawful monitoring and/or access from the Website. However, Baotree does not warrant or represent that your access to the Website will be uninterrupted or error free or that any information, data, content, software or other material accessible through the Website will be free of bugs, viruses, worms, trojan horses or other harmful components. The user's access to and use of the Website remains solely at the user's own risk and the user should take their own precautions accordingly.

## **INDEMNITIES**

The user agrees to indemnify and hold harmless Baotree, its directors, employees, and affiliates from any third-party claim, action, or proceeding (including reasonable legal costs) arising solely from:

- (a) the user's breach of these Terms;
- (b) the user's unlawful or negligent use of the Website or Baotree Services;
- (c) any content or data submitted by the user that infringes third-party rights, including intellectual property or privacy rights.

This indemnity does not apply to claims arising out of Baotree's own negligence, wilful misconduct, or breach of applicable law.

This clause will survive the termination of these Terms.

## **COMPANY INFORMATION**

Site/Domain owner: Baotree

Company type: Ltd.

Registration Number: 12539971

Directors: Dimitri Syrris; Skye Aspden; Michael Simpson; Victoria Taylor

Description of main business: Online software-as-a-service platform

E-mail address: hello@baotree.io

Website address: baotree.io

Physical address: Suite 5, 5th Floor, City Reach, 5 Greenwich View Place, London, E14 9NN, United Kingdom

Postal address: Suite 5, 5th Floor, City Reach, 5 Greenwich View Place, London, E14 9NN, United Kingdom

Registered address: Suite 5, 5th Floor, City Reach, 5 Greenwich View Place, London, E14 9NN, United Kingdom

Membership of any association: None

Baotree primarily operates under the laws of the United Kingdom. Users accessing the Website or Services from outside the UK are responsible for ensuring that their use complies with applicable local laws and regulations.

By using the Services, you warrant that such use is lawful in your jurisdiction. Baotree makes no representation that its Website or Services are appropriate or available for use outside the UK, and disclaims any liability for non-compliance with foreign laws.

To the extent permitted by law, Baotree shall not be held responsible for a user's failure to comply with such foreign regulations.

Baotree takes reasonable security measures to ensure the safety and integrity of the Website and to exclude viruses, unlawful monitoring and/or access from the Website. However, Baotree does not warrant or represent that your access to the Website will be uninterrupted or error free or that any information, data, content, software or other material accessible through the Website will be free of bugs, viruses, worms, trojan horses or other harmful components. The user's access to and use of the Website remains solely at the user's own risk and the user should take their own precautions accordingly.

## **INDEMNITIES**

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- (a) the user's breach of these Terms;
- (b) the user's unlawful or negligent use of the Website or Baotree Services;
- (c) any content or data submitted by the user that infringes third-party rights, including intellectual property or privacy rights.

This indemnity does not apply to claims arising out of Baotree's own negligence, wilful misconduct, or breach of applicable law.

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Postal address: Suite 5, 5th Floor, City Reach, 5 Greenwich View Place, London, E14 9NN, United Kingdom

Registered address: Suite 5, 5th Floor, City Reach, 5 Greenwich View Place, London, E14 9NN, United Kingdom

Membership of any association: None

## **DISPUTE RESOLUTION AND GOVERNING LAW**

Disputes between users and Baotree:

The user's access and/or use of the Website, any downloaded material from it and the operation of these Terms (including any transaction concluded pursuant thereto) shall be governed by and construed in accordance with the laws of the United Kingdom only.

Should any dispute, disagreement or claim arise between a user and Baotree concerning use of the Website or the Baotree Services, the parties shall endeavour to resolve the dispute amicably, by negotiation, and with the best interests of both parties in mind.

Should the parties fail to resolve such a dispute in the aforementioned manner or within a further period agreed upon in their negotiation, they will approach an independent industry expert who shall mediate the discussion between them, with the aim of finding a mutually beneficial solution.

Either party may also always use the dispute resolution services of any applicable legislative tribunal or ombud, as provided for in relevant legislation.

The parties both agree that in no circumstance will either party publicise the dispute on any social media or other public platform. The parties understand that any publicity of this nature can cause serious damage to the other party, which damage may result in a financial claim against the infringing party.

Disputes between users:

Users expressly understand and agree that any dispute they may have with other users relating to a Project or their private engagement, is exclusively between the relevant user, where Baotree is in no way involved nor liable.

Baotree reserves the right to become involved in such a private dispute between other users in a private engagement, but only in order to protect its own Services and Website. Baotree is, however, not under any obligation to do so.

## **TERMINATION OF USE OF WEBSITE OR SERVICES**

**IN ADDITION TO THE RIGHTS ABOVE, BAOTREE RESERVES THE RIGHT TO TERMINATE AND CANCEL YOUR PROFILE AND ACCESS TO THE BAOTREE SERVICES AND/OR WEBSITE IF YOU BREACH ANY OF THE TERMS, OR FOR ANY OTHER REASON IN ITS SOLE DISCRETION PROVIDED THAT BAOTREE GIVES REASONABLE NOTICE TO YOU, OF WHICH IS A MINIMUM OF FIVE WORKING DAYS.**

If you wish to terminate this agreement with Baotree, or end your use of the Baotree Services, you may do so by deregistering your Profile with the Website, cease paying any subscription package Fee, and discontinuing your use of the Website/Services.

Should you have a subscription package active at the time of the termination, no refunds of any Fee already paid by termination shall occur.

The obligations and liabilities of any user incurred prior to the termination date of the Terms and/or use of the Baotree Services shall survive the termination of these Terms for all purposes, including the payment of any fees that were due and payable before termination to Baotree.

In the event of termination of your agreement with the Terms and with Baotree, Baotree will remove you from the Website and delete your Profile.

After termination, users warrant that they will no longer represent themselves as affiliated to Baotree or the Services in any way, and return any Baotree resource provided to them to Baotree.

## **NOTICES AND SERVICE ADDRESS**

Each of the parties chooses their service address for the purposes of the giving of any notice, the serving of any process and for any other purposes arising from these Terms as being:

in the case of Baotree, at [hello@baotree.io](mailto:hello@baotree.io); or

in the case of the user, at the email and addresses provided by the user to Baotree in the Profile registration process.

Notwithstanding the above, any notice given in writing in English, and actually received by the party to whom the notice is addressed, will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with this clause.

## **GENERAL**

This document contains the entire agreement between the parties in relation to the subject matter hereof. Save as contemplated in clause 1.5 above, no alteration, cancellation, variation of, or addition hereto will be of any force or effect unless reduced to writing and signed by all the parties to these Terms or their duly authorised representatives.

No indulgence, leniency or extension of time granted by Baotree shall constitute a waiver of any of Baotree's rights under these Terms and, accordingly, Baotree shall not be precluded as a consequence of having granted such indulgence, from exercising any rights against the user which may have arisen in the past or which might arise in the future.

Words importing the singular will include the plural and vice versa. Words importing one gender will include the other genders, and words importing persons will include partnerships, trusts and bodies corporate, and vice versa.

The headings to the paragraphs to the Terms are inserted for reference purposes only and will not affect the interpretation of any of the provisions to which they relate.

Should you have any complaints or queries, kindly address an email to [hello@baotree.io](mailto:hello@baotree.io) advising Baotree of same.

In the event of the user failing to pay any amount timeously or breaching these Terms, the user shall be liable for all legal costs (on the scale as between attorney and client) (including collection commission) which may be incurred by Baotree, in its own capacity to the relevant user, in relation to the payment failure or breach and the rectification of same.

Each sentence, paragraph, term, clause and provision of these Terms and any portion thereof shall be considered severable and if, for any reason, any such sentence, paragraph, term, clause or provision is held to be invalid, contrary to, or in conflict with any applicable present or future law or regulation or in terms of a final, binding judgment issued by any court, it shall to that extent be deemed not to form part hereof and shall not impair the operation of, or have any effect upon such other sentence, paragraph, term, clause or provision hereof as may otherwise remain valid or intelligible, which shall continue to be given full force and effect and bind the parties hereto.

No term or condition of these Terms is intended to breach any peremptory provisions of any consumer protection legislation and any regulations thereto ("Prohibited Provision"). The above clause provisions shall govern any breach of any such Prohibited Provision.