

BAKSAY LAW
TERMS OF SERVICE

These Terms of Service govern all users' utilization of the Baksay Law Platform. By accessing and utilizing the Baksay Law Platform, you agree to the provisions of these Terms of Service and any policy and/or document incorporated herein by reference.

PLEASE NOTE THAT THESE TERMS OF SERVICE INCLUDE AN ARBITRATION CLAUSE. AS SUCH, PLEASE REVIEW THESE TERMS IN THEIR ENTIRETY BEFORE ENGAGING THE PLATFORM FOR ANY SERVICE(S).

1. **Definitions.** Capitalized terms found throughout these Terms of Service shall have the following meanings:
 - a. The “**Company**” shall mean Baksay Law, LLC, a Colorado limited liability company.
 - b. “**Intellectual Property Rights**” shall mean all ideas, inventions, discoveries, processes, designs, methods, substances, articles, computer programs, and improvements, whether or not patentable or copyrightable, associated with the design and/or manufacturing of any Service(s).
 - c. The “**Platform**” shall mean the website owned and maintained by the Company and/or its agent(s), including its homepage and all subpages, whose usage these Terms shall govern (for purposes of clarification, the homepage of this website shall be: ‘<https://baksay.io>’ unless amended by the Company).
 - d. “**Service(s)**” shall mean proposed legal services, and consultations and communications in furtherance thereof, and any other service(s) offered directly by the Company on the Platform.
 - e. These “**Terms**” shall mean these Baksay Law Terms of Service, as amended by the Company from time to time.
2. **Services.** The Company offers the Services on the Platform subject to the provisions of this section and applicable law.
 - a. *Change in Offered Services.* The Company may, at any time and at its sole and exclusive discretion, change offered Services or remove them from the Platform.

In no event shall the validity of such change in offered Services be contingent upon your prior notification or consent issued by the Company.

- b. *Service Prices.* The Company may, but shall not be required to, list the price of certain Services on the Platform. The Company may also, from time-to-time, make Service price packages available to you. Furthermore, the Company may raise or otherwise modify Service prices at its sole discretion, upon which you may continue or terminate your utilization of such Services.
 - c. *Taxes and Fees.* The Company reserves the right to assess applicable taxes and fees mandated by any municipal, county, state, or federal authority of the jurisdiction in which you pay for Services. Notwithstanding the foregoing, applicable taxes and fees may be excluded from the price and/or may be added to the total order prior to the confirmation of the order.
 - d. *Third-Party Products and/or Services.* In utilizing the Platform, you may be utilizing the product(s) and/or service(s) of one or more third parties. Your utilization of such third-party products and/or services may be subject to the separate policies, terms of service/use, and fees of such third parties. The Company disclaims any and all warranties and representations, express or implied, regarding such third-party products and/or services.
3. Advertisement Policy.
- a. *No Endorsement of Advertisements.* All third-party advertisements or services on the Platform are independent from the Company and/or its employees, officers, contractors, agents, or members. The Company does not endorse any product or service marked as an advertisement or promoted by a sponsor on the Platform.
 - b. *Decline of Advertisements.* The Company may host or decline to host any type or instances of advertising at its sole and exclusive discretion, with any or no reason or cause.
4. Electronic Communications. When you access the Platform (whether you utilize or engage any Service(s) or not), you communicate with the Company electronically. In doing so, you expressly or implicitly consent to receiving electronic communications from the Company, including, without limitation, electronic mail or communications directly through the Platform. You agree that all such communications satisfy any local, state, federal, or international legal requirement that such communications be in writing. The Company will retain records of electronic communications between you and the

Company for at least one (1) calendar month from the date of the applicable communication. To request copies of any electronic communications, please contact the Company by following the applicable contact prompt on the Platform.

5. Intellectual Property and License. The Company alone (and its licensors, where applicable) owns all Intellectual Property Rights in and to any Service(s) now, in the past, or in the future listed on the Platform, as well as any suggestions, ideas, enhancement requests, feedback, recommendations, or other information associated with such Services. The Company and/or Platform name and logo are trademarks of the Company or third parties, and no right or license is granted to use them.

Subject to the foregoing, the Company grants you a limited, revocable license to access and make personal use of the Platform and not to download (other than for page caching purposes) or modify it, or any portion of it, except with the express written consent of the Company. The Platform, or any portion of it, may not be reproduced, duplicated, adapted, copied, sold, resold, transmitted, or otherwise exploited for any commercial purpose without the express written consent of the Company. You may not frame, or use any framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, flash movie, page layout, or form) of the Company without the express written consent of the Company. You may not use META tags or any other “hidden text” which utilizes the Platform or any other derivative of its domain without the express written consent of the Company. Notwithstanding the foregoing, You are hereby granted a limited, revocable, and nonexclusive right to create a hyperlink to the homepage of the Platform so long as the link does not portray any false, misleading, derogatory, or otherwise offensive matter.

6. Limited Warranty and Disclaimers.

- a. *Limited Warranty.* Subject to the provisions of this section, the Company warrants that the Platform will perform substantially as described in any Company-issued materials that may accompany the Platform. This limited warranty does not cover:
 - i. Damages, defects, malfunctions, or failures caused by any unauthorized modification of the Platform source code by you, your agents, or third parties unaffiliated with the Company;
 - ii. Any abuse, misuse, or negligent acts by you or your agents; or
 - iii. Modification by you or your agents of any interfaces or any software or hardware interfacing with the Platform.

- b. **DISCLAIMER OF OTHER WARRANTIES. THE PLATFORM, SERVICES, AND RELATED INFORMATION ARE PROVIDED BY THE COMPANY ON AN “AS IS” AND “AS AVAILABLE” BASIS. THE COMPANY MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS OF ANY KIND, OR AS TO THE OPERATION OF THE PLATFORM OR THE INFORMATION, CONTENT, MATERIALS, OR SERVICES INCLUDED ON THE PLATFORM. YOU EXPRESSLY AGREE THAT YOUR USE OF THIS PLATFORM IS AT YOUR SOLE DECISION AND RISK.**

TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, THE COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY DOES NOT WARRANT THAT THE PLATFORM, ITS SERVERS, OR EMAILS OR OTHER COMMUNICATIONS SENT THEREFROM ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE COMPANY SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THE PLATFORM, INCLUDING, WITHOUT LIMITATION, INDIRECT, INCIDENTAL, PUNITIVE, AND/OR CONSEQUENTIAL DAMAGES.

THE COMPANY MAKES REASONABLE EFFORTS TO INCLUDE ACCURATE AND UP-TO-DATE INFORMATION ON THE PLATFORM. HOWEVER, THE COMPANY ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY TYPOGRAPHICAL OR OTHER ERRORS OR OMISSIONS IN THE CONTENT OF THE PLATFORM. IN THE EVENT THAT A SERVICE IS LISTED AT AN INCORRECT PRICE OR WITH OTHER INCORRECT INFORMATION, THE COMPANY SHALL HAVE THE RIGHT TO REFUSE OR CANCEL ANY PURCHASES FOR THE SERVICE WITH INCORRECTLY LISTED INFORMATION.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IN THE EVENT THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS. NOTWITHSTANDING THE FOREGOING, IN

SUCH AN EVENT, THE COMPANY DISCLAIMS SUCH WARRANTIES OR DAMAGES TO THE MAXIMUM AMOUNT PERMITTED UNDER APPLICABLE LAW.

7. **Governing Law and Disputes.**

- a. *Governing Law.* These Terms (including all attached and incorporated documents), and all matters arising out of or relating to the aforementioned documents, whether sounding in contract, tort, statute, or otherwise, are governed by, and construed in accordance with the laws of the State of Colorado (including its statutes of limitations and choice of law statutes) and the United States, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Colorado and the United States.
- b. **ARBITRATION. IN THE EVENT OF ANY DISPUTE BETWEEN YOU AND THE COMPANY THAT IS NOT AMICABLY RESOLVED FROM YOUR USE OF THE PLATFORM, YOU AND THE COMPANY SHALL PROCEED TO BINDING ARBITRATION BEFORE ONE (1) ARBITRATOR OF JAMS. IN THE EVENT YOU AND THE COMPANY FAIL TO AGREE ON THE IDENTITY OF THE ARBITRATOR, THE ARBITRATOR SHALL BE ASSIGNED BY JAMS. ANY ARBITRATION SHALL BE CONDUCTED IN ACCORDANCE WITH JAMS' STREAMLINED ARBITRATION RULES AND PROCEDURES. UNLESS OTHERWISE AGREED TO BY THE PARTIES IN WRITING, THE SEAT OF ARBITRATION SHALL BE DENVER, COLORADO (THOUGH ANY PARTY MAY ATTEND REMOTELY), AND ARBITRATION SHALL SOLELY BE CONDUCTED IN THE ENGLISH LANGUAGE.**
- c. *Dispute-Related Expenses.* You and the Company shall each bear their own dispute-related expenses, and attorneys' fees may not be awarded by the arbitrator to either party unless the arbitrator determines the other party to have acted in bad faith by commencing such a dispute.
- d. **JURY TRIAL WAIVER. TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AND THE COMPANY HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY ON THE ISSUE TO ENFORCE ANY TERM OR CONDITION OF THESE TERMS.**

e. **CLASS-ACTION WAIVER. ANY PROCEEDINGS TO RESOLVE ANY DISPUTE ARISING FROM THE PROVISIONS OF THESE TERMS SHALL BE CONDUCTED SOLELY ON AN INDIVIDUAL BASIS. NEITHER YOU NOR THE COMPANY SHALL SEEK TO HAVE ANY DISPUTE HEARD AS A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR IN ANY OTHER PROCEEDING IN WHICH EITHER YOU OR THE COMPANY ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY.**

f. **CONSEQUENTIAL DAMAGES. THE COMPANY SHALL NOT BE LIABLE TO YOU UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY FOR:**

i. **INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES;**

ii. **LOSS OF PROFITS, REVENUES, CUSTOMERS, OPPORTUNITIES, OR GOODWILL; OR**

iii. **UNAVAILABILITY OF THE PLATFORM, SUPPORT SERVICES, OR PROFESSIONAL SERVICES,**

EVEN IF THE COMPANY HAS BEEN ADVISED OF, OR SHOULD HAVE KNOWN OF, THE POSSIBILITY OF SUCH DAMAGES.

g. **LIMITATION ON DAMAGES. THE COMPANY'S AGGREGATE LIABILITY TO YOU ARISING UNDER OR IN RELATION TO THESE TERMS SHALL BE LIMITED TO THE LESSER OF ACTUAL DIRECT DAMAGES OR THE ACTUAL FEES PAID BY YOU TO THE COMPANY DURING THE TWELVE (12) CALENDAR MONTH PERIOD PRIOR TO ANY INCIDENT OR CLAIM UNDER WHICH OR IN RELATION TO WHICH THE LIABILITY ARISES.**

8. Miscellaneous.

a. *Notices.* The Company may provide any notice to you under these Terms by sending an email to the most recent email address the Company has on file. Notices provided by the Company by email shall be deemed effective when your email server receives such notice or, in the event the server is not functioning for

any reason, the date and time when the Company's server sends the email. It is your responsibility to keep your email address up to date.

All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and addressed to the Company as set forth in this section. All notices shall be delivered via electronic mail to the address set forth below. Except as otherwise provided in these Terms, a notice is effective only if the Company has received the notice and you have complied with the requirements of this section. Notice is deemed received at the date and time the Company's server receives such notice at the following address:

Baksay Law, LLC
'inquire@baksay.io'

All communications and notices made or given to the Company pursuant to these Terms shall be in the English language.

- b. *Force Majeure.* In no event shall the Company be responsible or liable to you or any third party for any failure or delay in the performance of its obligations arising out of these Terms caused by, directly or indirectly, forces beyond its control, including, without limitation: natural disasters; uncontrollable malicious acts of third parties (such as hacking or theft of equipment); strikes or work stoppages; acts of war or terrorism; civil or military disturbances; nuclear or natural catastrophes or acts of God; epidemics, pandemics, and other health-related disasters or events; utility interruptions; local, state, or national government acts (including mandates or actions concerning a matter of public health, weather, or natural hazard); delays or conflicts with shippers, logistics providers, or brokers; or malfunctions of utilities, communications, or computer (software and hardware) services, including as a result of hacking, spyware, malware, ransomware, frontrunning, denial-of-service, and phishing attacks.
- c. *Severability.* In the event any term or provision of these Terms is held invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of the Terms or invalidate or render unenforceable such term or provision in any other jurisdiction.
- d. *Terms Effective.* These Terms become effective when you access the Platform and remain in effect as long as you utilize any Service(s) or otherwise access the Platform, whichever occurs later.

- e. *Third-Party Links.* Linked third-party websites are not under the control of the Company, and the Company shall not be responsible for the contents of any linked website or any link contained in a linked website. The Platform provides links to you only as a convenience, and the inclusion of any link does not imply or constitute an endorsement by the Company of such a linked website.
- f. *Local Compliance.* Given the global nature of the Internet, you agree to comply (or seek counsel regarding compliance) with all local rules of your jurisdiction(s), including, without limitation, rules about the Internet, data, email, privacy, copyright, and trademark infringement.
- g. *Conflict With Engagement Letters.* In the event you execute an Engagement Letter with the Company, and a conflict between one or more provisions of these Terms and such Engagement Letter emerges, the applicable provisions of the Engagement Letter shall prevail and govern to the extent of the conflict. Notwithstanding the foregoing, these Terms are intended to be construed to the maximum harmony possible with your Engagement Letter.
- h. *Amendment of Terms.* The Company may, at its sole and exclusive discretion, periodically or spontaneously update these Terms. In the event such an update is issued, the Company may, but shall not be required to, communicate such update to you via email sent to your most recent email address on file with the Company. In no event, however, shall the validity of such an update depend on your notification by the Company.
- i. *Contact.* For any questions related to these Terms of Service, please contact the Company by sending an email to 'inquire@baksay.io'.
- j. *Other Company Policies.* These Terms operate simultaneously, and in conjunction with, the Baksay Law Privacy Policy. Please visit the Platform to review each policy before utilizing any Service(s).
- k. *Effective Date.* These Terms of Service shall be effective as of January 1, 2025. This date may be updated as these Terms are amended.