

LAST UPDATED: 6/6/2023

TERMS OF USE

INTRODUCTION. PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING OUR WEBSITES OR OUR SERVICES.

These Terms of Use (this “**Agreement**”) governs your use and access to the Websites and Services operated by or on behalf of Bamboo’s Bazaar, LLC and its affiliates (“**Bamboo’s Bazaar**”, “**we**”, “**us**”, and similar pronouns), whether you access them through a web browser, by means of any software application or gaming platform, via any third-party social networking site, or by any other means.

Throughout this Agreement, we refer to the websites, blogs, community forums, and other online resources we operate or may provide from time to time (including those operated on our behalf by third parties) as our “**Website(s)**” and the games, products, promotions, and services we offer, for example our video games and applications, whether accessible through social media, gaming platforms, computers, mobile devices or through web-browsers and other online services as our “**Services**.”

BY USING OR ACCESSING OUR WEBSITES AND SERVICES, YOU AGREE TO BE BOUND BY AND TO FULLY COMPLY WITH THIS AGREEMENT AND WITH OUR [PRIVACY POLICY](#) INCLUDING ALL RULES, TERMS, CONDITIONS, RESTRICTIONS, AND NOTICES CONTAINED THEREIN. YOU FURTHER AGREE TO RECEIVE REQUIRED NOTICES AND TO TRANSACT WITH US ELECTRONICALLY.

THIS AGREEMENT APPLIES TO ALL BAMBOO’S BAZAAR WEBSITES AND SERVICES, INCLUDING OUR COMPANY WEBSITE, OUR GAME WEBSITE LOCATED AT [HTTPS://BRIDGEBOURN.COM/](https://bridgebourn.com/), AND ANY OTHER WEBSITES AND SERVICES THAT WE LINK TO THIS AGREEMENT NOW OR IN THE FUTURE.

IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT AND OUR PRIVACY POLICY, PLEASE PROMPTLY LEAVE OUR WEBSITES AND STOP USING OUR SERVICES.

WE RESERVE THE RIGHT TO MODIFY THIS AGREEMENT AND OUR PRIVACY POLICY AT ANY TIME AND WILL PUBLISH NOTICE OF ANY SUCH MODIFICATIONS ON OUR WEBSITES OR ELSEWHERE ONLINE. BY CONTINUING TO ACCESS OUR WEBSITES OR OUR SERVICES, YOU SIGNIFY YOUR AGREEMENT TO BE BOUND BY THE TERMS OF THIS AGREEMENT, AS AMENDED.

1. OUR POLICY REGARDING CHILDREN. We understand the importance of protecting children. Our Websites and Services are not intended for children under the age of thirteen (13).

If you are under the age of thirteen (13) or the age of majority in your home country, do not submit any personal information to us whether via our Websites, Services, or through any link to a third-party service we may provide. In the event we learn we have inadvertently gathered personal information from a child under the age of thirteen (13) or the age of majority in your home country, we will take all steps required by law to erase and otherwise remove this information from our records.

If you are under the age of 18 but at least 13 years of age, you may use our Websites and our Services only under the supervision of a parent or legal guardian who directly agrees to be bound by the terms of this Agreement. If you are a parent or legal guardian and agreeing to the terms of this Agreement for the benefit of a child between the ages of 13 and 18, be advised that you are fully responsible for your child’s use of our Websites and Services, including all financial charges and legal liability your child may incur. Please familiarize yourself with these terms and the terms of our Privacy Policy.

Parents who believe we might have any information from or about a child under thirteen (13) may submit a request to support@bamboosbazaar.com and we will promptly take the necessary steps to delete all such information and to notify you of the same.

2. USER REGISTRATION. To access certain functions and applications on our Websites or Services, you may be required to register with us. During registration, you will be required to provide contact information, which may include your date of birth, email address, username, and password. You may select any username, provided that your username cannot be an impersonation of another person, a term that is the same or confusingly similar to a famous trademark, or a term that is offensive in any way. You may, but are not obligated to, use your own name. If you use your own name, you consent to it being transmitted to others through certain Website and Service functions, including our blogs and forums. Bamboo's Bazaar reserves the right to reject, remove, or change any username in our sole discretion.

Certain Website and Services functions, such as the purchase of products and services, may require you to provide your name, address and billing and credit card information. You are required to provide accurate and complete information.

This Agreement and our Privacy Policy govern the information that you provide to us through any online registration functionality. Please thoroughly review both this Agreement and our Privacy Policy before submitting any information to us.

3. PRIVACY POLICY. The personal information you supply to us, including purchasing information, along with any information that we obtain through your use of our Websites and Services are subject to our Privacy Policy. Your use of our Websites and Services signifies your continuing consent to our Privacy Policy, which you can review any time by clicking on the foregoing hyperlink.

4. CHANGES TO THIS AGREEMENT. We reserve the right to discontinue or change any content, service, function, or feature of our Websites and Services at any time with or without notice. We may also change the terms of this Agreement at any time.

You can review the most current version of this Agreement by clicking on our Website's Terms of Use link. If you continue using our Website after we make changes to this Agreement, you signify your acceptance of our new terms. You are responsible for checking these terms periodically for any changes.

Any modification of or change to this Agreement, supersedes all previous notices or statements regarding our Websites and Services, materials, content, and applications contained therein. For this reason, we encourage you to review this Agreement often. We also recommend that you print out a copy for your records.

5. ELECTRONIC DELIVERY STATEMENT AND CONSENT. You agree that we may provide you notices and other information concerning our Websites and Services electronically, including notice to any email address that you may provide.

6. COMMUNITY GUIDELINES. Your use of our Websites and Services are subject to this Agreement, including, without limitation, these Community Guidelines. These Community Guidelines are designed to create a positive experience for all Websites and Services users, and you agree not to violate the Agreement, including these Community Guidelines:

- (i) You agree not to post or email content that defames, threatens others, makes harassing statements, violates federal or state law, discusses illegal activities with the intent to commit them, infringes the intellectual property rights of others, contains obscene (i.e., pornographic) language or images, is bullying, or is otherwise unlawful, abusive, belligerent, slanderous, racist, or highly offensive or hateful to others.
- (ii) You agree to supply information that is true to the best of your knowledge.

- (iii) You agree not to disclose the name, addresses, or any personal information of any third-party without that person's or party's express permission.
- (iv) You agree that if you are under the age of 13, you will not attempt to register on our Websites or our Services or use any functionality or applications where registration is required. If you are over the age of 13, you agree not to permit or encourage any violation of this rule by anyone under the age of 13.
- (v) You agree not to use our Websites and Services, including any related resource or application for unlawful purposes. You agree to never to post or exchange content, data, or files that infringe any third-party copyright, trademark, or other proprietary rights.
- (vi) You agree not to share, post, send, forward, link, or otherwise transmit unauthorized copyrighted content through our Websites.
- (vii) You agree that you will not share, post, send, forward, link, or otherwise transmit junk mail, SPAM, chain letters, pyramid schemes, investment opportunities, or any other unsolicited or unauthorized commercial or promotional content, information, or communications.
- (viii) You agree not to offer, advertise, or otherwise transact or propose to transact in goods, services, or other commercial activities while using our Websites and our Services without our express written permission.
- (ix) You agree not to circumvent or attempt to circumvent any content protections or safeguards we or our third-party providers and affiliates may implement or provide in our Websites and Services.
- (x) You agree not to engage in disruptive behavior on our Websites or our Services. Disruptive behavior includes, without limitation and subject to our sole discretion, anything that interferes with the functionality, processing, or experience of our Websites or our Services. includes, without limitation, commercial postings, solicitations, advertisements, posting repetitive text, hitting the return key excessively, and sending unwanted messages and abusive communications of any kind.
- (xi) You agree not to upload files that contain viruses, worms, spyware, time bombs, corrupted data, or software that does or may damage, interfere with, or disrupt our Websites or our Services, or any of the other content we provide you.
- (xii) You agree not to interfere with another user's enjoyment of our Websites or our Services, including by sending unwanted messages and abusive communications of any kind.
- (xiii) You agree not to exploit bugs, undocumented features, trap doors, design errors, or problems inherent with our Websites or Services, or content, including any resources, functionality, or applications.

7. PROPRIETARY AND INTELLECTUAL PROPERTY RIGHTS.

"Intellectual Property Rights" means, without limitation, copyrights, trademarks, service marks, patents, trade secrets, trade dress, logos, and all other proprietary rights. You agree that our **"Content"**, whether on our Websites or within our Services, may include, without limitation, virtual assets, currencies, text, forum posts, chat postings, messages, music, sound, pictures, videos, graphics and audio-visual works, the design and appearance of our Websites and our Services as well as our characters, icons, upgrades, links, features, and other Content.

We reserve all Intellectual Property Rights in all Content contained in or included on our Websites and Services. In consideration for your assent to the terms and conditions contained in this Agreement, we grant you a personal, non-exclusive, non-transferable license to access and use our Websites and our Services. Except as otherwise stated in this Agreement, you may download material from our Websites and use our Services only for your own personal, non-commercial use. You also agree that no monetary value can be attributed to your use of our Websites or our Services, and you are using the foregoing solely for your personal entertainment value.

Unless expressly authorized by Bamboo's Bazaar, you may not distribute, publicly perform, display, lease, sell, transmit, transfer, publish, edit, copy, create derivative works from, rent, sub-license, decompile, disassemble, reverse engineer, or otherwise make unauthorized use of our Content. You further agree that you may not use any of our Content, or the Content of our affiliates and third-party developers and partners, in connection with any product or service that is not authorized in advance in writing by Bamboo's Bazaar; nor will you use any Content in any manner that is likely to cause confusion among consumers, or in any manner that discloses confidential information or disparages Bamboo's Bazaar or our affiliates or third-party developers and partners. Nothing contained in this Agreement should be construed as granting, by implication, estoppel or otherwise, any license or right to use any Content provided in any of our Websites and Services in any manner or form other than as a part of the foregoing Websites and Services.

The Bamboo's Bazaar' logo, name, and all graphics contained on our Websites or our Services are trademarks of Bamboo's Bazaar or our affiliates and partners. Except as otherwise stated in this Agreement, nothing contained on our Website or our Services should be understood as granting you a license to use any of our trademarks, service marks, logos, or any of our other Intellectual Property Rights. Use, reproduction, copying, or redistribution of any of our Intellectual Property Rights, without our prior written permission is prohibited. All trademarks or service marks appearing on the Website and in our Services not owned by Bamboo's Bazaar are the marks of their respective owners.

8. FEEDBACK AND TESTING. Bamboo's Bazaar may from time to time offer you the opportunity to offer feedback and test our Services before they are available to the public (a "Test"). In the event you offer feedback and/or participate in a Test:

(i) You represent and warrant that you are an individual over the age of 18 or if you are under 18 years of age, your parent or legal guardian has agreed to these Terms on your behalf.

(ii) You certify that (a) you are not an employee or affiliated with an organization offering a competing product to the Services; (b) you are not involved in the testing, marketing, development or production of any competing product; and (c) you are not affiliated with or acting for the benefit of anyone who is involved in such activities.

(iii) You acknowledge and agree that (a) your participation in the Test is entirely voluntary, you will not be paid to participate in the Test and you may stop participating in the Test at any time; (b) the Test will continue until it is ended by us, (c) we may end the Test at any time and in our sole discretion and (d) you will cease accessing the Services and uninstall and delete any software associated with the Test at the end of the testing period.

(iv) You agree that any feedback you provide is entirely voluntary, that all feedback is our sole and exclusive property, and that we will be free to use such feedback as we see fit and without any obligation to you, including that we will not be liable to you for any payment for any feedback you provide.

(v) You agree to not (a) disclose the results of any study, review, or benchmark tests of the Services to any third party without our prior written approval; (b) not circumvent any technical limitations or any copying or usage restriction mechanisms in the Services; (c) not reverse

engineer, disassemble, decrypt, decompile, or otherwise derive the design, logic, or structure of any prototypes, software, or other tangible or intangible objects which embody the Services; or (d) not copy the Services, in whole or in part, or otherwise create derivative works of the Services.

(vi) You acknowledge that you may be required to create an account to use the Services and participate in the Test. You agree that you do not have any ownership or property interest in any such account, or in any content accessible by you as part of the Test.

(vii) You acknowledge and agree that the Services are our sole and exclusive property and nothing in these Terms conveys any ownership right in or to the Services or the right to use any of our copyrights, trademarks, logos, or other distinctive brand features outside of the Test.

(viii) YOUR PARTICIPATION IN THE TEST IS AT YOUR OWN RISK, THE SERVICES ARE PROVIDED AS-IS AND WE MAKE NO EXPRESS OR IMPLIED WARRANTY REGARDING THE SERVICES OR THEIR FITNESS FOR A PARTICULAR PURPOSE OR SYSTEM INTEGRATION, WARRANTY OF MERCHANTABILITY, WARRANTY OF ACCURACY, WARRANTY OF NON-INFRINGEMENT, WARRANTY OF QUIET ENJOYMENT, OR WARRANTY OF TITLE. FURTHER YOU AGREE THAT OUR LIABILITY IS LIMITED TO \$250.00 OR TO THE MAXIMUM EXTENT PERMITTED IN YOUR JURISDICTION.

(ix) You acknowledge and agree that nothing in these Terms is intended to constitute or create an express or implied partnership, joint venture, employee, contractor, agency, or other legal relationship between you and Bamboo's Bazaar and your participation in the Test does not constitute an offer of employment.

9. MODIFICATIONS. Bamboo's Bazaar encourages you to create custom user experiences ("**Mods**") based on our games and Services and you hereby assign all right, title, and interest in those Mods derived from our games and Services to us; we in turn grant you a non-exclusive license to use and exploit the Mod for non-commercial purposes without any obligation to us, including any obligation to pay royalties or compensation to us.

10. USER GENERATED CONTENT. Bamboo's Bazaar also encourages you to publicly discuss our Services, use our Services to create custom content and streaming content on platforms such as Twitch and YouTube, and to upload your content (as applicable) to our Websites and Services (this Agreement refers to such content as "**User Generated Content**" or "**UGC**").

Accordingly, Bamboo's Bazaar grants you a limited, revocable, royalty free, non-transferrable, non-sublicensable (except as required to publish your UGC), non-exclusive right and license to use, display, and publish UGC that integrates our Content, and related copyrights and trademarks, for the sole purpose of creating UGC in compliance with the terms of this Agreement. Your license to use our Content to create UGC will automatically terminate without further notice to you upon the termination or expiration of this Agreement.

Any social media posts or other UGC will be truthful and not misleading or deceptive regarding your honest opinion, findings, beliefs, and experience with our Services. Additionally, you agree to (i) minimize profane language and avoid political, religious, and other controversial topics; (ii) not use our Services to promote the use or sale of alcohol, illegal drugs, tobacco, firearms, weapons, or the use of any of the foregoing; (iii) avoid all discriminatory, offensive, hateful, and sexual comments and images; and, (iv) display only images, video and animations, music and sounds, trademarks, logos, products, and other copyrighted materials which you have obtained the right to use.

You own your UGC. Notwithstanding anything else in this Agreement, Bamboo's Bazaar acknowledges that all right, title, and interest in and to the UGC remains with you.

11. YOU GRANT BAMBOO'S BAZAAR RIGHTS TO THE UGC YOU SUPPLY. Bamboo's Bazaar, including our affiliates and third-party developers, may allow you to supply UGC via our Websites or through our Services that can be viewed and accessed by others. You own your UGC. Bamboo's Bazaar does not claim ownership of UGC you post on our Services or share with us. However, we need certain legal permission from you to operate our Services. Therefore, when you share, post, or upload UGC you grant us a non-exclusive, irrevocable, perpetual, royalty-free, transferable, sub-licensable, worldwide license to host, use, distribute, modify, run, copy, publicly perform or display, translate, and create derivative works of your UGC without compensation to you.

We also occasionally request pictures, videos, and other content from our users. If you upload UGC at our request and we use your UGC, then we will use commercially reasonable efforts to give you credit as a contributor. Accordingly, you grant us a non-exclusive, irrevocable, perpetual, royalty-free, transferrable, sub-licensable, worldwide right and license to use your name, likeness, and username to give you this credit. The exact placement, size, style of type, and all other aspects of your credit will be determined by us in our sole discretion. No casual or inadvertent failure by us to accord such credit shall be a breach of this Agreement.

By creating UGC and/or uploading UGC to our Websites or our Services, you agree not to post anything that violates this Agreement, an applicable end user licensing agreement, our Privacy Policy, or our Community Guidelines. Any content you provide that violates this Agreement, an end user licensing agreement, our Privacy Policy, or we otherwise deem objectionable for any reason may be removed.

12. YOU ARE RESPONSIBLE FOR UGC YOU POST OR SUPPLY. You understand that our forums, blogs, and public areas are public, and that you have no expectation of privacy concerning your use of any of the foregoing. Any personal information you communicate via our forums, blogs, and other public areas may be seen and used by others and may result in unsolicited communications. Because of this, we strongly encourage you to avoid disclosing your personal information. We are not responsible for any information you communicate on or through these forums, blogs, and public areas.

You acknowledge and agree that you are responsible and liable for any UGC you create or post. You agree that by posting any content to our Websites and Services, you represent and warrant that: (i) you own or otherwise have a license to post your UGC and all its constituent elements or are otherwise legally entitled to post the UGC; (ii) the UGC is accurate and truthful; (3) use of the UGC does not violate the terms of this Agreement and will not cause injury to any person or entity. You further acknowledge and agree that you will indemnify Bamboo's Bazaar and its affiliates and third-party developers against all claims resulting from any UGC or other content or information that you supply, provide, or transmit to Bamboo's Bazaar or its affiliates or third-party developers. Bamboo's Bazaar has the right, but not the obligation, to monitor and edit or remove any activity or UGC from its Websites and Services.

13. NO DUTY TO MONITOR. We strive to make our Website and Services inclusive and welcoming, and we actively monitor and moderate how our community is using and engaging with our Website and Services. However, you understand and agree that we have no obligation to monitor or screen our Websites or Services, or the UGC posted to the same. You acknowledge and agree that Bamboo's Bazaar has the right but not the obligation to take any of the following actions at its sole discretion:

- (i) Alter, remove, or refuse to post or allow any content or message to be posted or stored on any of our Websites or Services for any or no reason.
- (ii) Monitor or filter any communications that you or any third-party may post, make available, or view on any of our Websites or Services.
- (iii) Disclose any content, message, or communication that you may post to any of our Websites or Services to any third-party in order to protect (1) Bamboo's Bazaar and its affiliates, sponsors, employees, officers, directors, shareholders, agents, representatives, and Website and Services

users and visitors; (2) comply with legal obligations or governmental requests; or (3) enforce the terms of this Agreement; or (4) for any other reason or purpose.

14. THIRD-PARTY WEBSITES. Bamboo's Bazaar, including our affiliates, third-party developers, and partners, may include hyperlinks to websites and services controlled by third parties. You agree that neither Bamboo's Bazaar, nor our affiliates, third-party developers, and partners, are responsible or liable for any content or claims or other materials on such third-party sites. You also agree that neither Bamboo's Bazaar nor our affiliates, third-party developers and partners are responsible for any transactions or dealings between you and any third-party, nor are we responsible for any claim or loss due to a third-party site.

15. MERCHANDISE. When you place an order for products from our Websites, you agree that your order is an offer to buy the products listed in your order. All orders are subject to our acceptance and/or the acceptance of our order fulfillment partner(s), and we are not obligated to sell the products to you. We may choose not to accept orders at our sole discretion, even after we send you a confirmation email with your order number and details of the items you have ordered.

All prices, discounts, and promotions are subject to change without notice. The price charged for a product or service will be the price in effect at the time the order is placed and will be set out in your order confirmation email. Price increases will only apply to orders placed after such changes. Posted prices do not include taxes or charges for shipping and handling. All such taxes and charges will be added to your merchandise total and will be itemized in your shopping cart and your order confirmation email. We strive to display accurate price information, however, we may, on occasion, make inadvertent typographical errors, inaccuracies, or omissions related to pricing and availability. We reserve the right to correct any errors, inaccuracies, or omissions at any time and to cancel any orders arising from such occurrences. We may offer, from time to time, promotions that may affect pricing and that are governed by terms and conditions separate from this Agreement. If there is a conflict between the terms for a promotion and this Agreement, the promotion terms will govern.

Terms of payment are within our sole discretion and payment must be received before we will accept an order. You represent and warrant that (i) the credit card information you supply to us is true, correct, and complete, (ii) you are duly authorized to use such credit card for the purchase, (iii) charges incurred by you will be honored by your credit card company, and (iv) you will pay charges incurred by you at the posted prices, including shipping and handling charges and all applicable taxes, if any, regardless of the amount quoted on the Website at the time of your order.

Our affiliates and partners will arrange for shipment of the products to you. Please check the individual product page for specific delivery options. You will pay all shipping and handling charges specified during the ordering process. Shipping and delivery dates are estimates only and cannot be guaranteed. We are not liable for any delays in shipments.

Except for any products designated as final sale, non-returnable, or that otherwise do not comply with our and our affiliates' return and refund policies we will accept a return of the products for a refund of your purchase price, less the original shipping and handling costs provided such return is made with a valid proof of purchase and products are returned in their original unaltered condition. We do not provide pre-paid labels for returns; you are responsible for all shipping and handling charges for returned items and you bear the risk of loss during shipment.

We do not manufacture any of the products offered on our Websites. Accordingly, we do not provide any warranties with respect to such products. However, the products offered on our Website may be covered by the manufacturer's warranty as detailed in the product's description on our Website, included with the product, or as required by applicable law. To obtain warranty service for defective products, please follow the instructions included in the manufacturer's warranty.

16. WARRANTY DISCLAIMER. Bamboo's Bazaar, including our affiliates and third-party developers and partners, provide our Websites and or Services "AS IS." We make no express warranties or guarantees about our Websites or our Services.

TO THE GREATEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY THAT OUR WEBSITES AND SERVICES IS OR WILL BE MERCHANTABILITY, OF SATISFACTORY QUALITY, ACCURATE, TIMELY, FIT FOR A PARTICULAR PURPOSE OR NEED, OR NON-INFRINGEMENT. WE DO NOT GUARANTEE THAT OUR WEBSITES AND SERVICES OR ANY CONTENT OF THE FOREGOING WILL MEET YOUR REQUIREMENTS, IS ERROR-FREE, FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT OUR WEBSITES WILL BE RELIABLE OR OPERATE WITHOUT INTERRUPTION.

17. LIMITATION OF LIABILITY. YOU AGREE THAT NEITHER BAMBOO'S BAZAAR OR OUR AFFILIATES, THIRD-PARTY DEVELOPERS, OR PARTNERS WILL BE LIABLE TO YOU FOR ANY LOSS OR DAMAGES, EITHER ACTUAL OR CONSEQUENTIAL, ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR TO YOUR (OR ANY THIRD-PARTY) USE OR INABILITY TO USE OUR WEBSITES, OR TO YOUR PLACEMENT OF CONTENT ON OUR WEBSITES, OR TO YOUR RELIANCE UPON INFORMATION OBTAINED FROM OR THROUGH OUR WEBSITES. NEITHER BAMBOO'S BAZAAR OR ITS AFFILIATES, THIRD-PARTY DEVELOPERS OR PARTNERS WILL HAVE ANY LIABILITY TO YOU OR TO ANYONE CLAIMING LIABILITY ON YOUR BEHALF FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, SPECIAL OR INCIDENTAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR DEFAMATION, ERRORS, LOSS OF DATA, OR INTERRUPTION IN AVAILABILITY OF DATA), ARISING OUT OF OR RELATING TO THIS TOS AGREEMENT OR YOUR USE OR INABILITY TO USE THE WEBSITE, OR ANY PURCHASES MADE ON OR THROUGH THIS WEBSITE, OR YOUR PLACEMENT OF CONTENT ON OUR WEBSITES, OR TO YOUR RELIANCE UPON INFORMATION OBTAINED FROM OR THROUGH OUR WEBSITES, WHETHER BASED IN CONTRACT, TORT, STATUTORY OR OTHER LAW, EXCEPT ONLY IN THE CASE OF DEATH OR PERSONAL INJURY WHERE AND ONLY TO THE EXTENT THAT APPLICABLE LAW REQUIRES SUCH LIABILITY.

OUR SOLE AND MAXIMUM LIABILITY AND YOUR SOLE AND EXCLUSIVE REMEDY SHALL BE LIMITED TO THE ACTUAL AMOUNT PAID BY YOU FOR THE PRODUCTS AND SERVICES YOU HAVE ORDERED THROUGH OUR WEBSITE TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

Neither Bamboo's Bazaar nor its affiliates or third-party developers or partners make any representation regarding your ability to transmit and receive information from or through our Websites and Services. You acknowledge and agree that your ability to access our Websites and Services may be impaired. Bamboo's Bazaar, its affiliates, third-party developers, and partners disclaim all liability resulting from or related to such events.

18. INDEMNIFICATION. You agree to defend, indemnify, and hold harmless us, our affiliates, and our third-party developers and partners, including their respective employees, contractors, officers, directors, and agents from all liabilities, claims, and expenses, including attorney's fees, that arise from your use or misuse our Websites and Services. We and our affiliates, third-party developers, and partners reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

19. RESOLVING DISPUTES. You agree that in the event of a dispute between you and Bamboo's Bazaar or our affiliates, third-party developers, or partners, you will make a good faith attempt to resolve the dispute informally for at least sixty (60) days before initiating arbitration (as provided below). This informal, good faith negotiation will commence upon receipt of written notice from you, provided also that your notice includes your full name and address (as the complaining party); the nature and basis of your claim or dispute sufficiently detailed; and the specific relief you seek.

20. BINDING ARBITRATION. In the event our good faith dispute negotiations fail at the expiration of the 30-day period, as provided in the prior paragraph, you agree that any disputes or claims that you may have

against us or our affiliates, third-party developers, or partners will be (except as stated below) finally and exclusively resolved by binding arbitration. Specifically, we each agree that all claims arising out of or relating to this Agreement (including its interpretation, formation, performance, and breach), the parties' relationship with each other and/or your use of the Product shall be finally settled by binding arbitration administered by JAMS in accordance with the provisions of its Comprehensive Arbitration Rules or Streamlined Arbitrations Rules, as appropriate, excluding any rules or procedures governing or permitting class actions.

The above arbitration provision is made pursuant to a transaction involving interstate commerce, and the Federal Arbitration Act (the "FAA") shall apply to the interpretation, applicability, enforceability, and formation of this Agreement notwithstanding any other choice of law provision contained in this Agreement. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of this Agreement, including without limitation any claim that all or any part of this Agreement is void or voidable, or whether a claim is subject to arbitration. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction.

The JAMS Rules governing the arbitration may be accessed at <http://www.jamsadr.com>. Your arbitration fees and your share of arbitrator compensation will be governed by the JAMS Comprehensive Arbitration Rules, but will not incorporate the JAMS Class Action Procedures, and, to the extent applicable, the Consumer Minimum Standards, including the then-current limit on arbitration filing fees.

Further, you understand and agree that regardless of the country or state in which you live, arbitration will take place in Travis County, Texas, and you and we agree to submit to the personal jurisdiction of any federal or state court in Travis County, Texas, to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

21. CLASS ACTION WAIVER. We each further agree that any arbitration or other cause of action related to this Agreement will be conducted in our individual capacities only and not as a class action or other representative action, and we each expressly waive our right to file a class action or seek relief on a class basis. This means you can only bring a claim against Bamboo's Bazaar or Bamboo's Bazaar' affiliates, representatives, employees, and directors in your individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

22. EXCEPTION TO BINDING ARBITRATION. Notwithstanding our mutual decision to resolve all disputes through arbitration, either party may bring an action in state or federal court that only asserts claims for patent infringement or invalidity, copyright infringement, moral rights violations, trademark infringement, and/or trade secret misappropriation, but not, for clarity, claims related to the license granted to you for the Product under this Agreement. Either party may also seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction.

23. CHANGES TO THE ARBITRATION PROVISIONS OF THIS AGREEMENT. Bamboo's Bazaar agrees to provide 60-days' notice of any changes to the arbitration provisions of this Agreement. Changes will become effective on the 60th day and will apply prospectively only to any claims arising after the 60th day.

24. JURISDICTION AND APPLICABLE LAW. In connection with any dispute between us, whether in arbitration or otherwise shall be interpreted and bound by the laws of the state of Texas and United States federal law. We each irrevocably consent to the exclusive jurisdiction and venue of state or federal courts in Travis County, Texas to resolve any claims that are subject to exceptions to the arbitration agreement.

25. SEVERABILITY AND INTEGRATION. This Agreement and any supplemental terms, policies, rules, and guidelines posted on our Websites constitute the entire agreement between you and Bamboo's Bazaar and supersedes all previous written or oral agreements. If any part of this Agreement is held invalid or unenforceable, that portion will be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

26. TERMINATION. We reserve the right to terminate your use of our Websites and Services if you violate these this Agreement, our Community Guidelines, our Privacy Policy, or any of our End User License Agreements (EULAs), or any rule or guideline posted on our Websites, related to our Services, or in our Content, or for any other reason in our sole discretion.

27. INVESTIGATING ALLEGED VIOLATIONS. To ensure that Bamboo's Bazaar provides a high-quality experience for you and other users of our Websites or Services, and content, you agree that Bamboo's Bazaar and its affiliates, third-party developers and partners may access your account and records on a case-by-case basis to investigate complaints or allegations of abuse, infringement of third-party rights, or other unauthorized uses of our Websites and Services. Bamboo's Bazaar does not intend to disclose the existence or occurrence of such an investigation unless required by law, but we reserve the right to terminate your account or your access to our Websites and Services immediately, with or without notice to you, and without liability to you, if we believe that you have violated this Agreement, our Community Guidelines, or our Privacy Policy, or have furnished us with false or misleading information, or have otherwise interfered with use of our Websites and Services.

28. CLAIMS OF COPYRIGHT INFRINGEMENT. Bamboo's Bazaar respects the intellectual property rights of others and complies with the Digital Millennium Copyright Act of 1998 (the "DMCA"), which provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. Any user who is found to have infringed the rights of Bamboo's Bazaar, its affiliates, third-party developers, partners, or any third-party, or otherwise violated any intellectual property laws or regulations is subject to immediate suspension and/or termination.

If you believe that your work has been violated on our Websites or on our Services in a way that constitutes copyright infringement, please contact us at support@bamboosbazaar.com.

29. QUESTIONS. If you have questions at any time, contact us at support@bamboosbazaar.com. You can also contact us via postal mail at:

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