

TERMS OF SERVICE

These Terms of Service (the “**Agreement**”) are made by and between you and Baoba USA LLC (“**Baoba**”, “we”, “us”, “our”). By using InvestwithPrudence.com (the “**Site**”), you agree to comply with and be bound by all of the following terms of service (“**Terms**”). By registering for any service provided on InvestwithPrudence.com you become a client (“**Client**”) and you agree to be bound by all of the Terms as long as you remain a Client.

You represent and warrant that you are at least 18 years of age. You must provide correct, current, and complete information when using the Site and Services.

Baoba reserves the right to modify the Agreement and Terms with or without notice to you. The most recent version of the Agreement supersedes and replaces previous versions of the Agreement. Continued use of any part of the Site or Services constitutes your acceptance of the most recent version of the Agreement.

1. PRIVACY POLICY

You agree that we may collect, use, and maintain your data according to our Privacy Policy located at the following URL <https://www.InvestwithPrudence.com>. Please review our Privacy Policy for information about what data we collect and how we maintain and use it.

2. ADDITIONAL SERVICE AGREEMENTS

When registering for or using a Service as a Client, you may be presented with additional terms and conditions in connection with the Service. This Agreement incorporates by reference and includes any terms provided in connection with the Services. Additional terms relating to payment, cancellation, and renewal may be provided elsewhere within this Agreement or the Services.

3. ACCEPTABLE USE OF THE SITE AND SERVICES

3.1 Your rights to use the site and services. You have a limited, revocable, nonexclusive license to use the Site and Services solely for your own personal use and not for republication, distribution, assignment, sublicense, sale, preparation of derivative works, or other use. You shall not copy materials on the Site, reverse engineer or break into the site, or use materials, products or services in violation of any law. Baoba may suspend your use of the site anytime, without notice. You shall not use the Site or Services:

- a) In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries);

- b) For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise;
- c) To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation, or to violate the CAN-SPAM Act;
- d) To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity; or
- e) To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Site, or which, as determined by us, may harm the Company or users of the Site, or expose them to liability.

3.2 Interfering with the working of Site. Additionally, you shall not to otherwise attempt to interfere with the proper working of the Site, including by:

- a) Using the Site in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Site, including their ability to engage in real time activities through the Site;
- b) Using any robot, spider, or other automatic device, process, or means to access the Site for any purpose, including monitoring or copying any of the material on the Site;
- c) Using any manual process to monitor or copy any of the material on the Site, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent;
- d) Using any device, software, or routine that interferes with the proper working of the Site;
- e) Introducing any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful;
- f) Attempting to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Site, the server on which the Site is stored, or any server, computer, or database connected to the Site; or
- g) Attacking the Site via a denial-of-service attack or a distributed denial-of-service attack.

4. THIRD PARTY SITES AND ACCOUNTS

Our Site or Services may link to or recommend external websites with different Terms of Use, Privacy Policies, security, and agreements. It is your responsibility to decide whether or not to use those websites and related services based on their provided terms and policies.

You may need or use a third party account or services in conjunction with our Site and services, such as, for example, a Google or Microsoft account or services. Your usage of third party accounts and services are governed by the relevant third party terms and privacy policies. You are solely responsible for all activity occurring in relation with your third party accounts.

IN NO EVENT SHALL BAOBA USA LLC BE LIABLE, DIRECTLY OR INDIRECTLY, TO YOU OR TO ANY PARTY FOR ANY DAMAGE OR LOSS ARISING FROM, OR RELATING TO, ANY USE, CONTINUED USE OR RELIANCE ON ANY LINKED THIRD-PARTY SITE OR ANY OTHER LINK FOUND ON SUCH LINKED SITE.

5. OUR INTELLECTUAL PROPERTY RIGHTS

All content included on this site is and shall continue to be the sole and exclusive property of Baoba or its content suppliers and is protected under applicable copyright, patent, trademark, and other proprietary rights. Under no circumstances will you acquire any ownership rights or other interest in any content by or through your use of this Site.

5.1 Intellectual Property rights and Use of Site and Services. You agree:

- a) That the Site and Services contain proprietary and confidential information that is the property of Baoba and is protected by applicable intellectual property and other laws;
- b) That no rights or title of to any of the proprietary and confidential information on the Site or used in connection with any Services is provided, transferred or assigned to you;
- c) Not to modify, rent, lease, loan, sell, distribute or create derivative works based on any of the Site or Services, in whole or in part. Any copying, redistribution, use or publication by you of any such content or any part of the Site is prohibited, except as expressly permitted in this Agreement;
- d) That the trademarks, service marks, logos, and copyrighted works appearing on the Site and Services are the property of the Website Owner; and
- e) Baoba retains all rights with respect to any intellectual property appearing on the website, and no rights in such materials are transferred or assigned to you.

6. YOUR INTELLECTUAL PROPERTY RIGHTS

We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe that any of your content or intellectual property rights are being infringed on our Site, you must submit a DMCA request meeting all of the legal requirements for the same to support@baoba.us.

7. THIS SITE IS NOT A SUBSTITUTE FOR A FINANCIAL ADVISOR

The Site is for informational purposes. Opinions, advice, statements or other comments on the Site should not necessarily be relied upon and are not to be construed as professional advice or legal advice from Baoba. Marketing materials, social media posts, and information provided by Baoba in third party platforms also should not necessarily be relied upon and are not to be construed as professional advice or legal advice from Baoba. We do not guarantee the accuracy or completeness of any of the information provided, and are not responsible for any loss resulting from your reliance on such information. Information on the site, and your relationship with the Site, is not a relationship with a financial advisor, planner, broker, tax advisor.

Unless you enter a relationship with a financial advisor through our Services and become a Client, you agree that:

- a) We have not reviewed your financial situation. Marketing, website language, or any other content provided by Baoba does not constitute financial advice.
- b) You are solely responsible for financial decisions and whether or not to obtain services from us.
- c) Before making any financial decisions, you should consider consulting with a certified financial advisor aware of your unique circumstances.

8. GEOGRAPHIC RESTRICTIONS

The owner of the Website is based in the state of Arizona in the United States. We provide this Website and Services for persons located in the United States. We make no claims that the Website or Services is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

NOT ALL PRODUCTS AND SERVICES ARE AVAILABLE IN ALL GEOGRAPHIC AREAS. Baoba reserves the right to determine your eligibility for the Site or any Service and, as such, you may not be eligible for the Site or Services.

9. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

The site and its content are delivered on an “as-is” and “as-available” basis. We do not warrant that the Site or Services will always be available, be uninterrupted, be error free, meet your requirements, or that any defects in the services will be corrected. You assume total responsibility for your use of the Site.

BAOBA USA LLC DOES NOT PROMISE THAT THE SITE OR SERVICES, INCLUDING ANY CONTENT OR FEATURE, WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ANY DEFECTS WILL BE CORRECTED, OR THAT YOUR USE OF THE SITE WILL PROVIDE SPECIFIC RESULTS. THE BAOBA USA LLC DOES NOT WARRANT THE ACCURACY, COMPLETENESS, QUALITY, ADEQUACY OR CONTENT OF ANY INFORMATION OR TOOL ON THE SITE OR ANY OTHER WEBPAGE OR WEBSITE LINKED OR REFERENCED ON THE SITE, NOR DOES BAOBA USA LLC MAKE ANY REPRESENTATION OR WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE OR ANY OTHER WEBPAGE OR WEBSITE LINKED OR REFERENCED ON THE SITE. ALL INFORMATION PROVIDED ON THE SITE IS SUBJECT TO CHANGE WITHOUT NOTICE. BAOBA USA LLC CANNOT ENSURE THAT ANY FILES OR OTHER DATA YOU DOWNLOAD FROM THE SITE WILL BE FREE OF VIRUSES OR CONTAMINATION OR DESTRUCTIVE FEATURES. BAOBA USA LLC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE,

WORKMANLIKE EFFORT, ACCURACY, TITLE, QUIET ENJOYMENT, NO ENCUMBRANCES, NO LIENS AND NON-INFRINGEMENT.

10. LIMITATION OF LIABILITY

You shall use this website at your own risk.

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

11. INDEMNIFICATION

You indemnify and agree to defend and hold harmless Baoba and its officers, employees, agents, affiliates, licensees and web hosting services and third parties for any losses, costs, liabilities and expenses (including but not limited to court costs, legal fees, awards or settlements) relating to or arising out of your use of Site and Services, including any breach by you of the Terms contained in this Agreement.

CLIENT AGREES THAT BAOPA USA LLC, AND ITS SUBSIDIARIES, AFFILIATES, LICENSORS, LICENSEES, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS, WILL NOT BE LIABLE FOR ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING LOSS OF REVENUE OR INCOME, PAIN AND SUFFERING, EMOTIONAL DISTRESS, OR SIMILAR DAMAGES, EVEN IF BAOPA USA LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, SUCH DAMAGES WERE REASONABLY FORESEEABLE OR BAOPA USA LLC WAS GROSSLY NEGLIGENT. IN NO EVENT WILL THE COLLECTIVE LIABILITY OF BAOPA USA LLC AND ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, OR OTHERWISE), EXCEED THE FEES PAID BY CLIENT TO BAOPA USA LLC FOR THE APPLICABLE SERVICE OUT OF WHICH SUCH LIABILITY AROSE.

12. GOVERNING LAW AND DISPUTES

Any dispute, controversy or claim arising out of or related in any manner to this Agreement which cannot be amicably resolved by the parties within 30 days of Client's written notice to Baoba shall be solely and finally settled by arbitration administered by

the American Arbitration Association in accordance with the Commercial arbitration. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall take place before a panel of one (1) arbitrator sitting in Arizona (Maricopa County). The language of the arbitration shall be English. The arbitrators will be bound to adjudicate all disputes in accordance with the laws of the State of Arizona. The decision of the arbitrators shall be in writing with written findings of fact and shall be final and binding on the parties. The arbitrator shall be empowered to award money damages, subject to the limitations set forth in Section 11 of this Agreement, but shall not be empowered to award direct, indirect, incidental, special or consequential damages or specific performance. Each party shall bear its own costs relating to the arbitration proceedings irrespective of its outcome. This section provides the sole recourse for the settlement of any disputes arising out of, in connection with, or related to this Agreement. Notwithstanding the foregoing, any action seeking injunctive relief shall be submitted to the courts and shall not be subject to this provision.

YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO USE OF THIS WEBSITE OR THIS AGREEMENT MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED.

13. MISCELLANEOUS PROVISIONS

13.1 Waiver. You agree that failure to exercise a legal right or remedy contained in these Terms is not a waiver of Baoba's rights and remedies with respect to similar or subsequent breaches.

13.2 Severability. If any provision of this Agreement is held to be invalid or otherwise unenforceable, the remainder of the Terms will remain in full force and effect.

13.3 Merger. In combination with the Privacy Policy and any other agreements referenced in paragraphs 1 and 2, this Agreement constitutes the entire agreement between you and us.

13.4 Headings. Headings are for convenience and should not be construed to affect the interpretation or scope of the Agreement.

13.5 Termination. This Agreement will apply to you and your use of this Site. Baoba may, at any time, without notice, in its sole discretion, for any or no reason, terminate your use of the Site. You agree that Baoba will not be liable to you or any third party for terminating your access to the site. You agree that even if you seek to terminate this Agreement, Baoba might be required to retain certain information about you.
