

Bella AI Terms of Use

These Bella AI Terms of Use (these “**Terms**”) govern your access to and use of the Bella AI, Inc. (“**Bella**,” “**we**,” “**us**,” “**our**”) websites at <https://www.itsbella.ai/> (“**Site**”), your access and use of our web-based application (the “**App**”) and the products and services provided by Bella (collectively, “**Service**”).

PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE SERVICE IF YOU DO NOT AGREE TO THESE TERMS, YOU ARE NOT AUTHORIZED TO USE THE SERVICE AND YOU MUST PROMPTLY CEASE USING IT.

By agreeing to these Terms, you expressly agree to the arbitration of all Disputes (defined and further described in Section 15 below). The parties agree to arbitrate solely on an individual basis, and that these Terms do not permit class arbitration, or any Claims (defined in Section 15) brought as a plaintiff or class member in any class or representative arbitration proceeding.

1.	Your Access to the Service	2
2.	Permitted Use and Restrictions	3
3.	Privacy	4
4.	Idea Submissions	4
5.	User Content	5
6.	Intellectual Property Rights	6
7.	Claims of Copyright Infringement.....	7
8.	Third-Party Content, Sites and Services	9
9.	Indemnity	9
10.	Warranty Disclaimer	9
11.	Limitation of Liability.....	10
12.	Termination.....	11
13.	Communication Between Us	11
14.	Governing Law	12
15.	Dispute Resolution.....	12
16.	Notice for California Residents	14
17.	Notice for New Jersey Residents	14
18.	Additional Important Terms	14

19.	Changes to These Terms	15
20.	Contact Information	15

1. Your Access to the Service

1.1 Internet Access

When using the Service on your mobile, laptop, desktop, or other device (“**Device**”), you acknowledge and agree that you are responsible for (i) maintaining Internet access for your Device and (ii) any Internet connection and telecommunications fees and charges that you incur.

1.2 Your Device

Bella is not responsible for the operation of your Device. You are responsible for ensuring the system functions of your Device are in working order when accessing the Service, including but not limited to screen display operation features of your Device.

1.3 No Guarantee

Access to the Service may be suspended temporarily and without notice (i) in the event of a system failure, (ii) for maintenance or repair, (iii) where we reasonably suspect there has been a breach of these Terms, (iv) for reasons reasonably beyond our control, or (v) as otherwise explained in these Terms.

1.4 License Grant to App

Subject to these Terms, Bella grants you a limited, non-exclusive, and non-transferable license to download, install, and use the App for your internal business purposes on a single Device owned or otherwise controlled by you or your employer.

1.5 Mobile Device and Other Devices

WE DO NOT GUARANTEE THAT THE APP, SITE OR SERVICE CAN BE ACCESSED AND USED ON ANY PARTICULAR DEVICE OR WITH ANY PARTICULAR SERVICE PLAN. WE DO NOT GUARANTEE THAT THE APP, SITE OR SERVICES WILL BE AVAILABLE IN, OR THAT ORDERS FOR PRODUCTS OR SERVICES CAN BE PLACED FROM, ANY PARTICULAR GEOGRAPHIC LOCATION. As part of the Service and to update you regarding the status of deliveries, you may receive push notifications on your Device (“Push Messages”), as well as via email or other types of messages. You acknowledge that, when you use the App, Site or Service, your service provider may charge you fees for Internet access, including in connection with Push Messages. You have control over the Push Messages settings, and can opt in or out of Push Messages through your Device's operating system, except for infrequent but important service announcements and administrative messages.

2. Permitted Use and Restrictions

2.1 License Grant

Subject to these Terms, Bella hereby grants you a limited, non-exclusive, personal, non-transferable, non-sublicensable, non-assignable license to access and use the Services solely for your internal business purposes on a Device that you own or control.

2.2 Use Restrictions

You may not access or use the Service in any way that is not expressly permitted by these Terms. You may not: (i) cause, permit or authorize the modification, copying, creation of derivative works, translation, reverse engineering, decompilation, disassembly, or hacking of the Service; (ii) sell, assign, rent, lease, or grant rights in the Service, including, without limitation, through sublicense, to any other person or entity; (iii) use the Service for any unlawful, prohibited, abnormal, or unusual activity as determined by Bella in its sole discretion; (iv) copy, reproduce, capture, or otherwise record any part of the Service, including its interface, workflows, content, or functionality, for purposes of duplication, competitive analysis, or misappropriation; or (v) use the Service to develop, support, or assist in the development of any product or service that competes with Bella.

2.3 Business Use and Resale Restrictions

All products and services provided by Bella are intended solely for use by the purchasing business in accordance with the applicable agreement. Unless expressly authorized in writing by Bella, you may not resell, redistribute, sublicense, or otherwise make available any products or services to third parties. Bella reserves the right, with or without notice, to cancel any order or suspend access to the Service if it determines, in its sole discretion, that such use or resale violates these Terms or applicable law.

2.4 Eligibility

By accessing or using the Service, you represent and warrant that you are at least 18 years of age (or the age of legal majority under applicable law).

2.5 Investigations

We may, but are not obligated to, monitor, or review the Service at any time. If we become aware of any possible violations by you of these Terms, we reserve the right to investigate such violations, and we may, at our sole discretion, immediately terminate your license to use the Service pursuant to Section 12 (Termination) below.

2.6 Prohibited Conduct

You must not use (or permit a third-party to use) the Service: (i) in any unlawful manner, for any unlawful purpose, or to act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the Service or any operating system used

by the Service; (ii) in a way that could damage, disable, overburden, impair or compromise our systems or security, or interfere with other users; (iii) to collect or harvest any information or data from the Service or our systems or attempt to decipher any transmissions to or from the servers running the Service; (iv) via use of a robot, spider, or other automated device to monitor or copy the Service or any information provided by the Service; (v) to send, knowingly receive, upload, download, use or re-use any material which does not comply with these Terms; (vi) to transmit, or procure the sending of, any unsolicited or unauthorized advertising or promotional material or any other form of similar solicitation (spam); (vii) to infringe, misappropriate, or violate any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person, including by means of any User Content you submit, share, or post; or (viii) to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Service, or which, as determined by us, may harm Bella or users of the Service, or expose them to liability. You acknowledge and agree that you are solely responsible for any breach of these Terms. Bella has no responsibility or liability to you or any other person for the consequences of any such breach.

3. Privacy

These Terms incorporate the terms of our Privacy Policy (as updated from time-to-time).

3.1 Privacy

Our Privacy Policy explains how your personal information will be collected and used as well as other information regarding your privacy. By agreeing to these Terms, you are also agreeing to the Privacy Policy, and you consent to (i) the processing of your personal information as explained in the Privacy Policy and (ii) the collection of information from your Device as explained in the Privacy Policy.

4. Idea Submissions

We welcome feedback from our users and appreciate your comments regarding the Service. However, our policy does not permit us to accept or consider ideas, suggestions, proposals, or materials (“**Submissions**”) that we have not specifically requested. This policy is intended to help us and our users avoid misunderstandings when new products or services developed internally by our employees might be similar or even identical to a customer’s idea.

If, despite our request that you not send us your ideas, you still submit them, then, regardless of any conditions you may have attempted to place on your Submission, the following terms shall apply to your Submission: you acknowledge and agree that: (i) such Submissions will be considered non-confidential and non-proprietary; (ii) we have the right (subject to our Privacy Policy), without limit in time and without payment to you, to use, copy, distribute, adapt, and disclose it via the Service or otherwise to third parties for any purpose, in any way, and in any media worldwide now known or later discovered, including, without limitation, the right to create derivative works, make improvements, perform (including through digital performance), and transmit (including through digital transmissions) such Submissions, and the right to transfer

or sublicense such rights; (iii) we may have something similar to the Submissions already under consideration or in development; and (iv) you are not entitled to any compensation or reimbursement of any kind from us in connection with the Submissions under any circumstances.

5. User Content

5.1 You Own Your Content

You retain ownership of all intellectual property rights in the text, images, videos, and any other material you create, post, or share on the Service (“User Content”). Any and all User Content you post to the Site will be considered non-confidential and non-proprietary. You represent and warrant that all User Content does and will comply with these Terms. While your User Content is yours, we do not currently provide export capabilities of any User Content uploaded to our Service.

5.2 License Grant to Bella

To operate and provide the Service, you hereby grant Bella our affiliates and service providers, and each of our respective licensees, successors, and assigns a non-exclusive, worldwide, royalty-free, sublicensable, and transferable license to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any User Content for any purpose.

5.3 Other People’s Content

While you may have access to other people’s content, you may not use this content without that person’s explicit permission, or as allowed by law.

5.4 User Content Warranties and Responsibilities

You are solely responsible for your User Content and any and all consequences of posting, sharing, or publishing it. You represent and warrant that you own or have the necessary licenses, rights, consents, and permissions to publish the User Content you submit and to grant the license set forth in these Terms. You agree that you will not submit, post, or publish any User Content that is legally protected, including privacy and publicity rights, unless you are the owner of such rights or have explicit permission from their rightful owner to submit, post, or share the material and to grant Bella all of the licenses granted therein.

5.5 Monitoring and Enforcement

Bella does not endorse any User Content or any opinions, recommendation, or advice expressed therein, and we expressly disclaim any and all liability in connection with User Content. We have the right to:

- Remove or refuse to post any User Content for any or no reason in our sole discretion.

- Take any action with respect to any User Content that we deem necessary or appropriate in our sole discretion, including if we believe that such User Content violates the Terms, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Site or the public, or could create liability for Bella.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Site.
- Terminate or suspend your access to all or part of the Site for any or no reason, including without limitation, any violation of these Terms.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Site. **YOU WAIVE AND HOLD HARMLESS BELLA FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY BELLA DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER BELLA OR LAW ENFORCEMENT AUTHORITIES.**

However, we cannot review material before it is posted on the Site and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for the performance or nonperformance of the activities described in this section.

6. Intellectual Property Rights

6.1 Trademarks

Bella (including its group companies) name(s), slogans, color, and logo(s) are trademarks and service marks of Bella. You do not have the right to use any of our trademarks, service marks, or logos, and your unauthorized use of any of these may be a violation of federal and state trademark laws.

6.2 Ownership

You acknowledge that all intellectual property rights in the Service, whether registered or unregistered, including but not limited to rights in graphics, logos, “look and feel,” trade dress, structure, organization, code, and all other content in the Service and compilation thereof, excluding User Content, anywhere in the world, belong to us or our licensors and constitute valuable trade secrets and confidential information of Bella, and are protected by intellectual property laws. You acknowledge and agree that Bella, and/or its licensors, own all right, title,

and interest in and to the Service, including all intellectual property, industrial property, and proprietary rights recognized globally and protected under U.S. and international copyright laws. Further, you acknowledge the Service may contain information that Bella has designated as confidential, and you agree not to disclose such information without Bella's prior written consent. Nothing posted on the Service grants a license to any Bella trademarks, copyrights, or other intellectual property rights, whether by implication, estoppel or otherwise. You should assume that everything you see or read when accessing the Service is proprietary information protected by copyright or trademark unless otherwise noted and may not be used without Bella's prior written permission. When accessing the Service, you agree to obey the law and to respect the intellectual property rights of others. Your use of the Service is at all times governed by and subject to laws regarding copyright ownership and use of intellectual property.

7. Claims of Copyright Infringement

7.1 DMCA Claims

We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from our Site infringe your copyright, you may request removal of those materials (or access to them) from the Site by submitting written notification to our copyright agent designated below. In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) ("**DMCA**"), the written notice (the "**DMCA Notice**") must include substantially the following:

- Your physical or electronic signature.
- Identification of the copyrighted work you believe to have been infringed or, if the Claim involves multiple works on the Site, a representative list of such works.
- Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material.
- Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).
- A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the written notice is accurate.
- A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Our designated copyright agent to receive DMCA Notices and Counter Notices (see below) is not yet established. Please check back for updates, or contact us at support@itsbella.ai.

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective.

Please be aware that if you knowingly materially misrepresent that material or activity on the Site is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

7.2 Counter Notification Procedures

If you believe that material you posted on the Site was removed or access to it was disabled by mistake or misidentification, you may file a counter notification with us (a "**Counter Notice**") by submitting written notification to our copyright agent designated above. Pursuant to the DMCA, the Counter Notice must include substantially the following:

- Your physical or electronic signature.
- An identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access disabled.
- Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).
- A statement under penalty of perjury by you that you have a good faith belief that the material identified above was removed or disabled as a result of a mistake or misidentification of the material removed or disabled.
- A statement that you will consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or if you reside outside the United States for any judicial district in which the Site may be found) and that you will accept service from the person (or an agent of that person) who provided the Site with the complaint at issue.

The DMCA allows us to restore the removed content if the party filing the original DMCA Notice does not file a court action against you within ten business days of receiving the copy of your Counter Notice.

Please be aware that if you knowingly materially misrepresent that material or activity on the Site was removed or disabled by mistake or misidentification, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

7.3 Repeat Infringers

We reserve the right to suspend or terminate the accounts of users who are repeat infringers, at our sole discretion.

8. Third-Party Content, Sites and Services

The Service may contain links to third-party websites (“**Third-Party Sites**”) and/or may allow you to connect, integrate, download, access, or use third-party applications, services, or software (“**Third-Party Services**”). You acknowledge that we have no control over such Third-Party Sites and Third-Party Services and are not responsible for their contents, functionality, security, and/or availability. We do not assume any liability for your use of any of the foregoing, which use you acknowledge and agree shall be at your own risk.

These links and integrations are provided to you for convenience only and do not constitute an endorsement or approval by us of the organizations that operate such websites or services, the content, or other material contained therein, and we disclaim any affiliation with their operators. Your use of Third-Party Sites and Third-Party Services will be governed by their terms and conditions and privacy policies (if any) (“**Third-Party Terms**”). It is your responsibility to read and comply with the Third-Party Terms.

9. Indemnity

You agree to indemnify and hold us and our affiliates, and their respective business partners, licensees, licensors, officers, directors, members, employees, and agents (the “**Indemnified Parties**”) harmless from and against any and all Claims (as defined below), demands, losses, damages, liabilities, costs, and expenses (including, without limitation, reasonable attorneys' fees and costs) arising out of or in connection with: (a) your use of the Service; (b) your breach or violation of any of these Terms; (c) your User Content, including any claim that your User Content infringes on or violates the rights of any third-party; or (d) your interaction with any Third-Party Sites or Third-Party Services. We reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you, which shall not excuse your indemnity obligations. In such event, you shall provide the Indemnified Parties with such cooperation as they may reasonably request.

10. Warranty Disclaimer

WE PROVIDE THE SERVICE ON AN “AS IS” AND “AS AVAILABLE” BASIS. WE MAKE NO GUARANTEE THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS. WE HAVE NO OBLIGATION TO CORRECT ANY BUGS, DEFECTS OR ERRORS IN THE SERVICE OR TO OTHERWISE SUPPORT, DEVELOP OR MAINTAIN THE SERVICE. While we take reasonable precautions to prevent the existence of computer viruses and/or other malicious programs, we accept no liability for them. We also make no promises or guarantees, whether express or implied, that the content provided through the Service is accurate, complete, or up to date. This includes, without limitation, any User Content or content on Third-Party Sites and Third-Party Services.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE DISCLAIM ALL CONDITIONS, WARRANTIES, REPRESENTATIONS AND OTHER TERMS, WHICH MAY

APPLY TO THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF THE RIGHTS OF THIRD PARTIES WITH RESPECT TO THE SERVICE AND ALL INFORMATION AND CONTENT PROVIDED THROUGH THE SERVICE, INCLUDING ALL USER CONTENT AND CONTENT FROM THE THIRD-PARTY SERVICES.

No information or advice obtained through the Service, or affirmation by us, by words or actions, shall constitute a warranty.

Because some states or jurisdictions do not allow the disclaimer of implied warranties, the foregoing disclaimers may not apply to you.

11. Limitation of Liability

IN NO EVENT SHALL THE INDEMNIFIED PARTIES BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING LOST PROFITS, ANY BREACH OF SECURITY OR ANY DAMAGE TO YOUR DEVICE, LOST DATA, PERSONAL INJURY, PROPERTY DAMAGE, OR LOSSES ARISING OUT OF YOUR USE OF OR RELIANCE ON THE SERVICE OR YOUR INABILITY TO ACCESS OR USE THE SERVICE) ARISING FROM, RELATING TO, OR IN ANY WAY CONNECTED WITH THE USE OR THE PERFORMANCE OF THE SERVICE (INCLUDING OUR PRODUCTS), ANY USER CONTENT, OR ANY THIRD-PARTY SITES AND THIRD-PARTY SERVICES, OR THESE TERMS, ARISING AND WHETHER FRAMED IN CONTRACT OR TORT, REGARDLESS OF THE NEGLIGENCE (EITHER ACTIVE, AFFIRMATIVE, SOLE, OR CONCURRENT) OF BELLA, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Your sole remedy for dissatisfaction with the Service including, without limitation, content provided through the Service, is to stop using the Service (including our products). Such limitation shall also apply with respect to damages incurred by reason of services or products received through or advertised in connection with the Service or any links or integrations on the Service. Such limitation shall also apply with respect to damages incurred by reason of any content posted by a third-party or conduct of a third-party on the Service, including without limitation Third-Party Sites and Third-Party Services.

In the event the foregoing exclusion of liability is determined, in whole or in part, to be invalid or unenforceable, then the Indemnified Parties' liability arising in connection with the Service or under these Terms whether in contract, tort (including negligence) or otherwise, shall not exceed, under any circumstances, the greater of: (i) the total amount paid for Services in the preceding six (6) months, or (ii) one hundred dollars (\$100). You agree that any Claim or cause of action arising under these Terms or the performance or non-performance of the Service must be brought within one (1) year after such Claim or cause of action arises or be forever barred.

THE LIMITATIONS AND DISCLAIMER IN THIS SECTION 11 DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, BELLA'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. THIS PROVISION SHALL HAVE NO EFFECT ON BELLA'S GOVERNING LAW PROVISION SET FORTH BELOW.

IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

12. Termination

We may terminate these Terms and/or terminate your permission to use the Service immediately, without prior notice or liability, if (a) you commit any breach of these Terms, (b) we discontinue the Service, or (c) we are prevented from providing the Service for any reason.

Furthermore, we reserve the right to change, edit, suspend, delete, and/or cancel any part of the Service and/or your access to it at any time with or without notice to you: (i) if required by law, or (ii) due to an event beyond our control.

On termination of these Terms for any reason: (x) all rights granted to you under these Terms will cease immediately, (y) you must immediately cease all activities authorized by these Terms (including your use of the Service), and (z) you acknowledge that we may restrict your access to the Service. The following sections will survive any termination or expiration of these Terms: Section 4 (Idea Submissions), Section 5 (User Content), Section 6 (Intellectual Property Rights), Section 8 (Third-Party Content, Sites, and Services), Section 9 (Indemnity), Section 10 (Warranty Disclaimer), Section 11 (Limitation of Liability), Section 14 (Governing Law), Section 15 (Dispute Resolution), and Section 18 (Additional Important Terms).

13. Communication Between Us

If you wish to contact us in writing, or if any condition in these Terms requires you to give us notice in writing, you can send this to us as indicated in Section 20 (Contact Information) at the bottom of these Terms. If we have to contact you or give you notice in writing, we may do so by email or via any other contact method you have provided.

14. Governing Law

These Terms and any matter arising out of or relating to these Terms, and any Claim, cause of action, controversy, or matter in dispute between you and us, whether sounding in contract, tort, statute, regulation, or otherwise, shall be governed by the internal laws of the State of California in the United States, consistent with the Federal Arbitration Act, without regard to any choice or conflict of laws principles (whether of the State of California or any other jurisdiction). The United Nations Convention on Contracts for the International Sale of Goods is expressly excluded from these Terms.

15. Dispute Resolution

15.1 User Concerns

Most user concerns can be resolved quickly and to the user's satisfaction by contacting us at the contact details in Section 20 (Contact Information) below.

15.2 Disputes

By agreeing to these Terms, you expressly agree to the arbitration of all Disputes. Any controversy, allegation, or claim that arises out of or relates to the Service, these Terms, or any additional terms, whether heretofore or hereafter arising (collectively, a “**Dispute**”), except for any controversy, allegation or claim that arises out of or relates to our actual or alleged intellectual property rights (an “**Excluded Dispute**”), shall be finally resolved by arbitration. **The parties agree to arbitrate solely on an individual basis, and that these Terms do not permit class arbitration, or any Claims brought as a plaintiff or class member in any class or representative arbitration proceeding.** The arbitrator or arbitral panel may not consolidate more than one person's Claims and may not otherwise preside over any form of a representative or class proceeding. In the event the prohibition on class arbitration is deemed invalid or unenforceable, the remaining portions of the arbitration provisions will remain in force.

15.3 Arbitration Procedures

In the event your concern cannot be resolved informally, you and Bella agree that, except as provided in Section 15.6 below, all Disputes (each a “**Claim**”), shall be finally and exclusively resolved by binding arbitration, which may be initiated by either party by sending a written notice requesting arbitration to the other party. Any election to arbitrate by one party shall be final and binding on the other. The arbitration will be conducted under the Streamlined Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services (“**JAMS**”) that are in effect at the time the arbitration is initiated (the “**JAMS Rules**”) and under these Terms. In the event of a conflict between the terms set forth in this Section 15 (Dispute Resolution) and the JAMS Rules, the terms in this Section 15 (Dispute Resolution) will control and prevail.

Except as otherwise set forth in Section 15.6 below, you may seek any remedies available to you under federal, state, or local laws in an arbitration action. As part of the arbitration, both you and Bella will have the opportunity for discovery of non-privileged information that is relevant to the

Claim. The arbitrator will provide a written statement of the arbitrator's decision regarding the Claim, the award given, and the arbitrator's findings and conclusions on which the arbitrator's decision is based. The determination of whether a Claim is subject to arbitration shall be governed by the Federal Arbitration Act and determined by a court of competent jurisdiction, not the arbitrator. Except as otherwise provided in these Terms, (i) you and Bella may litigate in court to compel arbitration, stay proceedings pending arbitration, or confirm, modify, vacate, or enter judgment on the award entered by the arbitrator; and (ii) the arbitrator's decision shall be final, binding on all parties and enforceable in any court that has jurisdiction, provided that any award may be challenged if the arbitrator fails to follow applicable law.

IN THE CASE OF ARBITRATION AND WHERE PERMITTED BY LAW, YOU ARE AGREEING TO GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS. YOUR RIGHTS WILL BE DETERMINED BY A NEUTRAL ARBITRATOR AND NOT A JUDGE OR JURY. YOU ARE ENTITLED TO A FAIR HEARING, BUT THE ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT. ARBITRATOR DECISIONS ARE ENFORCEABLE AS ANY COURT ORDER AND ARE SUBJECT TO VERY LIMITED REVIEW BY A COURT.

15.4 Location

The arbitration will take place in Alameda County, California, United States of America. The parties agree to video, phone, or Internet connection appearances.

15.5 Limitations

You and Bella agree that any arbitration shall be limited to the Claim between Bella and you individually. YOU AND BELLA AGREE THAT (i) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE ARBITRATED ON A CLASS-ACTION BASIS OR TO UTILIZE CLASS-ACTION PROCEDURES; (ii) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY OR AS A PRIVATE ATTORNEY GENERAL; AND (iii) NO ARBITRATION SHALL BE JOINED WITH ANY OTHER ARBITRATION.

15.6 Exceptions to Arbitration

Notwithstanding any provision to the contrary, you and Bella agree that the following Claims are not subject to the above provisions concerning binding arbitration: (i) any Excluded Dispute; (ii) any Claim related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use; and (iii) any claim for equitable relief. In addition to the foregoing, either party may assert an individual action in small claims court for Claims that are within the scope of such court's jurisdiction in lieu of arbitration.

15.7 Arbitration Fees

If you initiate arbitration for a Claim, you will need to pay the JAMS arbitration initiation fee. If we initiate arbitration for a Claim, we will pay the costs charged by JAMS for initiating the arbitration. All other fees and costs of the arbitration will be charged pursuant to the JAMS Rules.

15.8 Dispute Resolution Severability

You and Bella agree that if any portion of this Section 15 (Dispute Resolution) is found illegal or unenforceable (except any portion of Section 15.6), that portion shall be severed and the remainder of Section 15 (Dispute Resolution) shall be given full force and effect. If Section 15.6 is found to be illegal or unenforceable then neither you nor Bella will elect to arbitrate any Claim falling within that portion of Section 15.6 found to be illegal or unenforceable and such Claim shall be exclusively decided by a court of competent jurisdiction within Alameda County, California, United States of America, and you and Bella agree to submit to the personal jurisdiction of that court.

16. Notice for California Residents

In accordance with California Civil Code § 1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd, Ste N 112, Sacramento, CA 95834, or by telephone at (800) 952-5210.

17. Notice for New Jersey Residents

If you are a consumer residing in New Jersey, the following provisions of these Terms do not apply to you to the extent such provisions conflict with New Jersey consumer protection laws: Section 10 (Warranty Disclaimer), Section 11 (Limitation of Liability), and the California governing law provision of Section 14 (Governing Law) above (for example, to the extent that your rights as a consumer residing in New Jersey are required to be governed by New Jersey law).

18. Additional Important Terms

18.1 Assignment

The rights granted to you under these Terms may not be assigned without Bella's prior written consent, and any attempted unauthorized assignment by you shall be null and void.

18.2 Severability

Except as otherwise provided in Section 15.8, if any part of these Terms is determined to be invalid or unenforceable, then that portion shall be severed, and the remainder of the Terms shall be given full force and effect.

18.3 Attorneys' Fees

In the event any litigation or arbitration is brought by either party in connection with these Terms, except as otherwise provided in Section 15.7, the prevailing party shall be entitled to recover from the other party all the reasonable costs, attorneys' fees and other expenses incurred by such prevailing party in any legal action relating to these Terms.

18.4 No Waiver

Our failure to enforce any provision of these Terms shall in no way be construed to be a waiver of such provision, nor in any way affect our right to enforce the same provision at a later time. An express waiver by Bella of any provision, condition, or requirement of these Terms shall not be understood as a waiver of your obligation to comply with the same provision, condition, or requirement at a later time.

18.5 Equitable Remedies

You acknowledge and agree that Bella would be irreparably damaged if these Terms were not specifically enforced, and therefore you agree that we shall be entitled, without bond, other security, or proof of damages, to seek appropriate equitable remedies with respect to any breach of these Terms, in addition to such other remedies as we may otherwise have available to us under applicable laws .

18.6 Entire Agreement

These Terms, including the documents referenced in these Terms, constitute the entire agreement between you and Bella with respect to the Service and supersede any and all prior agreements between you and Bella relating to the Service.

18.7 Transfer

We may transfer your rights and our obligations under these Terms to another organization but this will not affect your rights or our obligation under these Terms.

19. Changes to These Terms

We reserve the right, at our sole discretion, to amend these Terms at any time. As applicable, we may notify you of material changes to these Terms when you next access the Service (we may also email you about any material changes to these Terms). We reserve the right at any time to modify or discontinue, temporarily or permanently, the Service (or any part of it) with or without notice.

20. Contact Information

If you have any questions or comments relating to the Service or these Terms, please contact us using our support@itsbella.ai.