

Date of Last Revision: March 19, 2024

Terms of Service:

WELCOME TO BABS AI!

Babs Technologies (“Babs AI,” “we,” “us,” “our”) is a Delaware-incorporated entity that provides its services (described below) to you through its website located at www.babs.ai (the “Site”) and through its mobile applications and related services (collectively, such services, including any new features and applications, and the Site, the “Service(s)”), subject to the following Terms of Service (as amended from time to time, the “Terms of Service”). We reserve the right, at our sole discretion, to change or modify portions of these Terms of Service at any time. If we do this, we will post the changes on this page and will indicate at the top of this page the date these terms were last revised. We will also notify you, either through the Services user interface, in an email notification, or through other reasonable means. Any such changes will become effective no earlier than fourteen (14) days after they are posted, except that changes addressing new functions of the Services or changes made for legal reasons will be effective immediately. Your continued use of the Service after the date any such changes become effective constitutes your acceptance of the new Terms of Service.

PLEASE READ THESE TERMS OF SERVICE CAREFULLY, AS THEY CONTAIN AN AGREEMENT TO ARBITRATE AND OTHER IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. THE AGREEMENT TO ARBITRATE REQUIRES (WITH LIMITED EXCEPTION) THAT YOU SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING AND FINAL ARBITRATION, AND FURTHER (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST BABS AI ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS.

In addition, when using certain services, you will be subject to any additional terms applicable to such services that may be posted on the Service from time to time, including, without limitation, the Privacy Policy located at <https://babs.ai/privacy-policy>. All such terms are hereby incorporated by reference into these Terms of Service.

1. Access and Use of the Service

Services Description: Our Services are designed to provide you with a straightforward and user-friendly platform that enables seamless speech translation between languages while preserving your natural rhythm, tone, and expression.

2. Confidentiality of Your Audio Files

To utilize our Services, you may submit voice recordings or audio files either through recording/uploading on our Site or by dialing in via phone. We recognize that your voice recordings or audio files may contain sensitive information and treat the confidentiality of such content with utmost seriousness. Without your explicit consent, we will not utilize or share your voice recordings or audio files for any purposes beyond providing transcription and related services.

3. Your Registration Obligations

Registration with Babs AI may be necessary to access and utilize certain features of the Service. By opting to register, you agree to provide accurate, up-to-date, and complete information about yourself as prompted by the Service's registration form. Information provided during registration, along with other relevant data, is governed by our Privacy Policy. If you are below 13 years of age, you are not permitted to use the Service, whether or not you register. Additionally, if you are under 18 years old, you may only use the Service, with or without registration, upon obtaining parental or guardian approval.

4. Member Account, Password, and Security

You are accountable for maintaining the confidentiality of your password and account (if applicable), and are fully responsible for all activities occurring under your password or account. You agree to (a) promptly inform Babs AI of any unauthorized use of your password or account or any other security breach, and (b) ensure that you log out from your account at the end of each session when accessing the Service. Babs AI will not be liable for any loss or damage arising from your failure to adhere to this section.

5. Modifications to Service

Babs AI retains the right to modify or terminate, temporarily or permanently, the Service (or any part thereof) with or without prior notice. You agree that Babs AI will not be liable to you or any third party for any modifications, suspensions, or discontinuations of the Service.

6. General Practices Regarding Use and Storage

You acknowledge that Babs AI may establish general practices and limitations concerning Service usage, including, but not limited to, maximum data retention periods and storage space allocations on Babs AI's servers. You agree that Babs AI bears no responsibility or liability for the deletion or failure to store any data or content maintained or uploaded via the Service. Additionally, Babs AI reserves the right to deactivate inactive accounts at its discretion. You further acknowledge that Babs AI may adjust these general practices and limitations at any time, at its sole discretion, with or without prior notice.

7. Mobile Services

The Service encompasses certain services accessible via mobile devices, including (i) content uploading to the Service via mobile devices, (ii) browsing the Service and Site from

mobile devices, and (iii) accessing specific features through mobile applications. If you access the Service through a mobile device, standard charges, data rates, and additional fees from your wireless service provider may apply. Moreover, certain Mobile Services may be restricted or prohibited by your carrier, and compatibility may vary across carriers and devices. By utilizing Mobile Services, you consent to receive communications from us regarding Babs AI and related entities via SMS, MMS, text message, or other electronic means to your mobile device. You also acknowledge that certain information about your Mobile Services usage may be transmitted to us. In case of changes to your mobile telephone number, you agree to promptly update your Babs AI account details to ensure messages are sent to the correct recipient.

8. Conditions of Use

User Conduct

You are solely responsible for all content (such as code, images, text, etc.) that you upload, post, or otherwise utilize via the Service. You agree not to utilize the Service for any illegal or prohibited activities, including but not limited to:

- Infringing upon intellectual property rights.
- Uploading content that poses privacy or security risks, or is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, pornographic, or otherwise objectionable.
- Interfering with Service operation or violating network regulations.
- Impersonating others or soliciting personal information from minors.
- Harvesting user information for unsolicited communications.
- Engaging in criminal activities or providing instructions for illegal actions.
- Accessing materials or information through unauthorized means.

Fees

To access the Services, you must select a payment plan and furnish Babs AI with accurate payment information. By doing so, you represent that you are authorized to use the provided payment instrument. You agree to promptly update your account details for any changes. Babs AI will bill your payment instrument in advance according to your selected payment plan and this Terms of Service. Any payment disputes must be reported to Babs AI within sixty (60) days of the charge date. Babs AI reserves the right to modify prices, with notice provided at least 30 days before the changes take effect. You are responsible for any taxes related to the Services.

9. Special Notice for International Use; Export Controls

Software accessible via the Service, along with associated data transmissions, are subject to export laws of some countries. You agree to comply with all local regulations concerning Service usage, including online conduct and content acceptability.

10. Commercial Use

Unless expressly authorized, you agree not to utilize any portion of the Service for commercial purposes, including but not limited to display, distribution, performance, reproduction, modification, resale, or exploitation.

11. Service Content, Software, and Trademarks

You acknowledge that Service Content may be protected by various intellectual property laws. You agree not to modify, copy, or create derivative works based on Service Content, except for your own User Content uploaded legally. You also agree not to engage in data mining or other unauthorized data extraction methods. Babs AI retains ownership of the Software underlying the Service. The Babs AI Trademarks are the property of Babs AI, and unauthorized use is prohibited without explicit permission.

12. Third Party Material

Babs AI will not be liable for any third-party content or materials, including user-generated content. Babs AI may remove content that violates the Terms of Service or is deemed objectionable. You acknowledge that you bear all risks associated with using third-party content.

13. Submissions

Any submissions provided by you to Babs AI are non-confidential, and Babs AI may use them without acknowledgment or compensation. Babs AI may preserve and disclose content if required by law or deemed necessary to enforce the Terms of Service or protect rights and safety.

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information about the Service ("Submissions"), provided by you to Babs AI are non-confidential, and Babs AI will have the right to use and distribute these Submissions without acknowledgment or compensation to you, for any purpose, commercial or otherwise.

You acknowledge and agree that Babs AI may retain content and disclose it if required by law or in good faith belief that such retention or disclosure is reasonably necessary to: (a) comply with legal obligations, applicable laws, or governmental requests; (b) enforce these Terms of Service; (c) respond to claims of third-party rights infringement; or (d) protect the rights, property, or safety of Babs AI, its users, and the public. You understand that the technical processing and transmission of the Service, including your content, may involve transmissions over various networks and adaptation to technical requirements.

14. Copyright Complaints

Babs AI respects intellectual property rights and requests its users to do the same. If you believe that your work has been used in a manner that constitutes copyright infringement or if your intellectual property rights have been violated, please notify Babs AI of your claim by following the procedure below.

Babs AI will investigate and process notices of alleged infringement under any applicable laws. A notification of claimed copyright infringement should be emailed to Babs AI's Copyright Agent at admin@babs.ai (Subject line: "Takedown Request").

For the notification to be effective, it must be in writing and contain the following information:

- An electronic or physical signature of the authorized person to act on behalf of the copyright owner.
- A description of the copyrighted work or intellectual property claimed to have been infringed.
- Sufficient detail of the location of the allegedly infringing material on the Service.
- Your contact information, including address, telephone number, and email address.
- A statement by you, made under penalty of perjury, that the information provided in the notice is accurate and that you are the copyright owner or authorized to act on behalf of the copyright owner.

15. Counter-Notice

If you believe that your content removed or disabled is not infringing, or you have authorization from the copyright owner, you may send a written counter-notice to the Copyright Agent, including:

- Physical or electronic signature.
- Description of the removed content and its previous location.
- Statement asserting a good faith belief that the content was removed or disabled due to a mistake or misidentification.
- Name, address, telephone number, email address, and consent to jurisdiction.
- Statement consenting to accept service of process from the notifier of the alleged infringement.

Upon receiving a counter-notice, Babs AI will notify the original complainant and may replace the removed content or cease disabling it within 10 business days, unless the copyright owner seeks a court order.

16. Contests, Sweepstakes and Promotions

Any contests, sweepstakes or other promotions (collectively, "Promotions") made available through Service may be governed by rules that are separate from these Terms of Service. If you participate in any Promotions, please review the applicable rules as well as our Privacy

Policy. If the rules for a Promotion conflict with these Terms of Service, Promotion rules will apply.

17. Repeat Infringer Policy

Babs AI reserves the right, at its discretion, to terminate users deemed repeat infringers in accordance with any applicable laws.

18. Third-Party Websites

Babs AI may provide links to third-party websites, but it does not control or endorse these sites. Babs AI is not responsible for any damage or loss resulting from your use of or reliance on any content or services provided by these third-party sites. Any interactions you have with third parties while using the Service are solely between you and the third party.

19. Indemnity and Release

You agree to indemnify and hold harmless Babs AI and its affiliates, officers, employees, directors, and agents from any losses, damages, expenses, claims, actions, or injuries arising from your use of the Service, User Content, or violation of these Terms of Service. Babs AI will not be held liable for any losses or expenses incurred as a result of its actions or inactions.

20. Disclaimer of Warranties

Your use of the Service is at your own risk. Babs AI provides the Service on an “as is” and “as available” basis, disclaiming all warranties, whether express, implied, or statutory, including but not limited to merchantability, fitness for a particular purpose, title, and non-infringement. Babs AI makes no warranty that the Service will meet your requirements, be uninterrupted, secure, error-free, or that the results obtained will be accurate or reliable.

21. Limitation of Liability

YOU ACKNOWLEDGE AND AGREE THAT BABS AI SHALL NOT BE HELD LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY DAMAGES, OR DAMAGES RESULTING FROM LOSS OF PROFITS, INCLUDING BUT NOT LIMITED TO, DAMAGES ARISING FROM LOSS OF GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF BABS AI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER ARISING FROM CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING FROM: (I) THE USE, MISUSE OR INABILITY TO USE THE SERVICE; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION, OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (V) ANY OTHER MATTER RELATING TO THE SERVICE. IN NO EVENT SHALL BABS AI’S TOTAL LIABILITY TO YOU FOR ALL DAMAGES,

LOSSES, OR CAUSES OF ACTION EXCEED THE AMOUNT YOU HAVE PAID BABS AI IN THE LAST SIX (6) MONTHS, OR, IF GREATER, ONE HUNDRED DOLLARS (\$100).

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OR EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. THEREFORE, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU OR MAY NOT BE ENFORCEABLE WITH RESPECT TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICE OR WITH THESE TERMS OF SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICE.

Dispute Resolution By Binding Arbitration: PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.

22. Agreement to Arbitrate

This Dispute Resolution by Binding Arbitration section is referred to in these Terms of Service as the "Arbitration Agreement." You agree that any and all disputes or claims that have arisen or may arise between you and Babs AI, whether arising out of or relating to these Terms of Service (including any alleged breach thereof), the Platform, any advertising, any aspect of the relationship or transactions between us, shall be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement, except that you may assert individual claims in small claims court if your claims qualify.

Further, this Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf. By entering into these Terms of Service, you and Babs AI are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

23. Prohibition of Class and Representative Actions and Non-Individualized Relief

YOU AND BABS AI AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND BABS AI AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S), EXCEPT THAT YOU MAY PURSUE A CLAIM FOR AND THE ARBITRATOR MAY AWARD PUBLIC

INJUNCTIVE RELIEF UNDER APPLICABLE LAW TO THE EXTENT REQUIRED FOR THE ENFORCEABILITY OF THIS PROVISION.

24. Pre-Arbitration Dispute Resolution

Babs AI seeks to resolve disputes amicably and efficiently, and most customer concerns can be addressed satisfactorily by contacting customer support at admin@babs.ai. If such efforts are unsuccessful, a party intending to seek arbitration must first send the other party a written Notice of Dispute (“Notice”) by certified mail. The Notice to Babs AI should be sent to Babs Technologies’s email address or through the company’s registered address. (“Notice Address”). The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If Babs AI and you do not resolve the claim within sixty (60) calendar days after receiving the Notice, either party may commence an arbitration proceeding. During arbitration, any settlement offers made by Babs AI or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Babs AI is entitled.

25. Arbitration Procedures

Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association’s (“AAA”) rules and procedures, including the AAA’s Consumer Arbitration Rules, as modified by this Arbitration Agreement. Information on the AAA can be found at its website, <http://www.adr.org>. If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the terms of this Arbitration Agreement will control unless the arbitrator determines that applying the inconsistent terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of these Terms of Service as a court would. All issues are for the arbitrator to decide, including issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under these Terms of Service and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

Unless Babs AI and you agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination shall be made by AAA. If your claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

26. Costs of Arbitration

Payment of all filing, administration, and arbitrator fees will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. All arbitration fees will be shared. Any payment of attorneys' fees will be governed by the AAA Rules.

27. Confidentiality

All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

28. Severability

If a court or the arbitrator decides that any term or provision of this Arbitration Agreement (other than the subsection (b) titled "Prohibition of Class and Representative Actions and Non-Individualized Relief" above) is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement shall be enforceable as so modified. If a court or the arbitrator decides that any of the provisions of subsection (b) above titled "Prohibition of Class and Representative Actions and Non-Individualized Relief" are invalid or unenforceable, then the entirety of this Arbitration Agreement shall be null and void, unless subsection (b) above is deemed to be invalid or unenforceable solely with respect to claims for public injunctive relief. The remainder of these Terms of Service will continue to apply.

19. Future Changes to Arbitration Agreement

Notwithstanding any provision in these Terms of Service to the contrary, Babs AI agrees that if it makes any future change to this Arbitration Agreement (other than a change to the Notice Address) while you are a user of the Platform, you may reject any such change by sending Babs AI written notice within thirty (30) calendar days of the change to the Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this Arbitration Agreement as of the date you first accepted these Terms of Service (or accepted any subsequent changes to these Terms of Service).

30. Termination

You acknowledge that Babs AI, at its sole discretion, reserves the right to suspend or terminate your account (or any portion thereof) or usage of the Service, and to delete or remove any content within the Service, for any reason, including but not limited to, lack of activity or if Babs AI determines that you have breached or acted inconsistently with the provisions of these Terms of Service. Any suspected fraudulent, abusive, or unlawful activity that may warrant termination of your Service usage may be reported to appropriate law enforcement agencies. Babs AI may also, at its sole discretion and without prior notice, cease to provide the Service, either entirely or in part. You agree that termination of your

access to the Service under any provision of these Terms of Service may be carried out without prior notification, and you acknowledge and consent to Babs AI's ability to immediately deactivate or remove your account, along with any associated information and files, and/or prohibit further access to such files or the Service. Furthermore, you agree that Babs AI shall not be held liable to you or any third party for any termination of your Service access.

31. User Disputes

You accept full responsibility for your interactions with any other user in relation to the Service, and Babs AI shall bear no liability or obligation in connection therewith. While Babs AI reserves the right, it is not obligated, to intervene in any disputes between you and other Service users.

32. General

These Terms of Service constitute the complete agreement between you and Babs AI, governing your use of the Service, superseding any previous agreements between you and Babs AI regarding the Service. Additional terms and conditions may apply when utilizing affiliate or third-party services, content, or software.

These Terms of Service shall be governed by the laws of the State of Delaware excluding its conflicts of law principles. Any disputes or claims not subject to arbitration shall be subject to the exclusive jurisdiction of the state and federal courts within Delaware.

Failure by Babs AI to enforce any provision of these Terms of Service shall not be deemed a waiver of such provision. If any provision of these Terms of Service is found invalid by a court of competent jurisdiction, the parties agree that the court shall endeavor to give effect to the parties' intentions as reflected in the provision, and the remaining provisions shall remain in full force and effect.

Regardless of any contrary statute or law, any claim or cause of action arising from or related to the use of the Service or these Terms of Service must be filed within one (1) year of the occurrence, or be forever barred. A printed copy of this agreement and any notices provided electronically shall be admissible in judicial or administrative proceedings to the same extent as other business documents and records initially produced and maintained in printed form.

You may not assign these Terms of Service without Babs AI's prior written consent, but Babs AI may assign or transfer these Terms of Service, in whole or in part, without restriction. Section titles are for convenience only and have no legal or contractual effect. Notices may be sent to you via email or regular mail, or displayed generally on the Service for changes to these Terms of Service or other relevant matters.

33. Your Privacy

Babs AI values the privacy of its users. For details, please refer to our Privacy Policy. By

using the Service, you consent to the collection and use of personal data as outlined in said Privacy Policy.

34. Questions? Concerns? Suggestions?

Please reach out to us at admin@babs.ai to report any violations of these Terms of Service or to pose any questions regarding these Terms of Service or the Service.