

1. **Read This:** These Terms (this “Agreement” or these “Terms”) constitute an agreement by and between BeyondtheMind.ai (“BTM”), and you, the user (“you”, “your” or “User”).

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY, AS THEY MAY AFFECT YOUR LEGAL RIGHTS, INCLUDING HOW YOU MAY RESOLVE DISPUTES. PLEASE NOTE THAT THIS AGREEMENT MAY REQUIRE YOU TO SUBMIT DISPUTES TO ARBITRATION. YOU HAVE A RIGHT TO OPT OUT OF THE BINDING ARBITRATION AND CLASS ACTION WAIVER PROVISIONS, AS DESCRIBED IN SECTION 19.

This Agreement contains the complete terms and conditions that govern the use of BTM’s website(s), including without limitation <http://beyondthemind.ai> (the “Website” or “Websites,” or the “Site”). BY CREATING AN ACCOUNT WITH, OR BY ACCESSING, VISITING, BROWSING, USING, OR ATTEMPTING TO INTERACT WITH OR USE ANY PART OF THIS WEBSITE, OR OTHER BTM SOFTWARE, SERVICES, WEBSITES, OR CONTENT (COLLECTIVELY THE “SERVICES”), YOU AGREE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT.

IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, DO NOT ACCESS OR USE ANY PART OF THE WEBSITE. BTM RESERVES THE RIGHT, WITH OR WITHOUT NOTICE, TO MAKE CHANGES TO THIS AGREEMENT AT BTM’S SOLE DISCRETION. CONTINUED USE OF ANY PART OF THE WEBSITE OR THE SERVICES CONSTITUTES YOUR ACCEPTANCE OF SUCH CHANGES.

You are hereby put on notice that you are obligated to periodically review these Terms to make yourself aware of any changes hereto and any continued use of the Site shall constitute your acceptance thereof.

2. **Access to The Site.** To access the Site, Site resources, links or other content, you may be asked to provide certain registration details or other information. It is a condition of your use of the Site that all the information you provide will be correct, current, and complete. If BTM believes the information you provide is not correct, current, or complete, BTM has the right to deny access to the Site, or to any of its resources, and to terminate or suspend your access at any time.
3. **Refund Policy.** We believe in this program's power to transform your relationship with anxiety. IF YOU COMPLETE THE PROGRAM AS DESIGNED - ATTENDING ALL SESSIONS, UTILIZING THE RESOURCES, SUBMITTING WEEKLY CHECK-INS, and COMPLETING FEEDBACK FORMS- AND DON'T FIND VALUE IN THE SKILLS LEARNED, WE'LL REFUND YOU 50% OF YOUR TUITION. This shared commitment ensures we both bring our best to this journey.
4. **Office Hours.** The Services may, from time-to-time, include live Q&A sessions ("Office Hours"), which will be held on an impromptu, as-feasible basis. BTM will use its best efforts to provide reasonable advanced notice of such Office Hours. It is recommended that you regularly check messages from BTM to see if and when Office Hours may be held.

There is no guarantee of regularly scheduled Q&A times, and participation is optional.

5. **Applicable Use of Site.** You may use the Site only for purposes expressly permitted by this Agreement. As a condition of your use of BTM's Websites, you warrant to BTM that you will not use the Websites for any purpose that is unlawful, immoral, or otherwise prohibited by these terms, conditions, and notices.
6. **No Unlawful Access.** You agree that you will not use BTM's Websites in any manner that could in any way disable, overburden, damage, or impair the Websites or otherwise interfere with any other party's use and enjoyment of the Websites. You further agree that you will not obtain, or attempt to obtain, any materials, content, or information by any means not expressly made available or provided for through the authorized use of the Websites.
7. **Personal and Non-Commercial Use Limitation.** BTM's Websites are for your personal and non-commercial use, unless otherwise specified in writing. You may not use any BTM Website for any other purpose, including any commercial purpose, without the prior express written permission of an authorized representative of BTM in each instance, which permission will be at BTM's sole and absolute discretion. You must not use the Website or any Communication Services (as defined below) to post, upload or link to anything that advertises any commercial endeavor (e.g., offering for sale any products or services) or otherwise engage in any commercial activity (e.g., conducting raffles or contests, displaying sponsorship banners, and/or soliciting goods or services), or solicit funds, advertisers, and/or sponsors for any purpose. You may not modify, copy, distribute, display, send, perform, reproduce, publish, license, create derivative works of, transfer, sell, or otherwise infringe upon any intellectual property rights related to any information, content, software, products or services obtained from or otherwise connected to BTM's Websites, in whole or in part.
8. **Proprietary Information.** All content found on or provided by BTM Websites or accessible through or provided by any third-party website or platform ("Affiliate Website"), including without limitation any brands, images, slogans, trade dress, layout, course materials, articles, compilations, software, prerecorded or streaming audio or video materials, or media of any kind (collectively, "BTM Content"), is considered the copyrighted and trademarked intellectual property of BTM, or of the party that created and/or licensed the BTM Content to BTM. No rights or title to any BTM Content contained on any BTM Website or Affiliate Website shall be considered transferred or assigned to you or any other user at any time. Subject to all applicable laws, you agree that you will not copy, distribute, republish, modify, create derivative works of, or otherwise use BTM Content in any unauthorized way, without the prior written consent of BTM in each instance, except that you may print out and/or save one copy of BTM-provided course materials for your personal use only.
9. **Not a Substitute for Medical Advice.** The Website, BTM Content and the Services are provided for educational and informational purposes only. They are not intended to diagnose, treat, cure, or prevent any medical or mental health condition. Your access to BTM Content, use of the Website, the Services, any BTM-administered space on third-party platforms, or any interaction with individuals representing or acting on behalf of BTM through such platforms, does not establish a doctor-patient, therapist-client, or any other professional relationship. If you require medical or psychological support, please seek guidance from a licensed healthcare professional. **If you are experiencing a medical emergency, please dial 911.**

- 10. Submissions.** You hereby grant to BTM a royalty-free, perpetual, irrevocable, worldwide, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works of, distribute, perform, and display all content, remarks, suggestions, ideas, graphics, or other information or materials of any kind or nature communicated by you (or on your behalf) to BTM through the Site (each, a “Submission”), and to incorporate any Submission in other works in any form, media, or technology now known or later developed. You agree that BTM will not be bound to treat any Submission as confidential and may use any Submission in its business (including without limitation, for products, services, marketing, or advertising) without incurring any liability for royalties or any other consideration of any kind, and will not incur any liability as a result of any similarities that may appear in future BTM operations or businesses.
- 11. Hyperlinking.** The Site may be hyperlinked to and by other websites, which may include but are not limited to Affiliate Websites, and which are not maintained by, or related to, BTM. Hyperlinks to such sites are provided as a service to Users and are not sponsored by, endorsed or otherwise affiliated with the Site or BTM. BTM has not reviewed any or all of such sites and is not responsible for the content of any linking sites, and any links made directly from a BTM Website to another web page should be accessed at the User’s own risk. BTM makes no representations or warranties about the content, completeness, quality or accuracy of any such website, and as such, shall not be liable in connection with any loss, damage, cost or injury associated with any access thereto via the Site.
- 12. Use of Communication Services.** The Websites and certain Affiliate Websites may contain forums, bulletin board services, chat areas, message boards, news feeds, news groups, communities, personal web pages, calendars, and/or other message or communication facilities designed to allow you to communicate with the Internet community or with a group (collectively, “Communication Services”). You agree to use the Communication Services only to post, send, and receive messages and content that are proper and related to the particular Communication Service.

You acknowledge that certain Communication Services may be hosted or facilitated through third-party or Affiliate Websites. Where applicable, your use of those services is also subject to the conduct policies and terms of those platforms, which may impose additional or different requirements. This conduct policy is supplemental to, and not in lieu of, any such third-party terms. Where the Website or its moderators administer or manage any BTM-related space within a third-party platform, the Website may enforce its conduct policy within that space.

Among other actions, when using a Communication Service, whether such Communication Service is through an BTM Website or an Affiliate Website, you agree that you will not post, send, submit, publish, or transmit in connection with the Site, or cause to be posted, sent, submitted, published or transmitted, any material that:

- (a) you do not have the right to post, including without limitation any proprietary material of any third party protected by intellectual property laws (or by rights of privacy or publicity);
- (b) advocates or could reasonably serve to encourage, either directly or indirectly, any illegal or immoral activity, or discusses an intent to commit an illegal act or violate any law, rule, or regulation;
- (c) is vulgar, obscene, pornographic, incendiary, or indecent;

- (d) threatens or abuses others;
- (e) is libelous or defamatory towards others;
- (f) is racist, abusive, harassing, threatening or offensive;
- (g) seeks to exploit or harm children by exposing them to inappropriate content, or asking for personally identifiable details or information;
- (h) harvests or otherwise collects information about others, including e-mail addresses, financial information or other personally identifying information, without their prior express consent in each instance;
- (i) impersonates or misrepresents your connection to any other entity or person or otherwise manipulates or forges headers or identifiers to disguise the origin of content;
- (j) falsifies or deletes any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is permissibly uploaded (e.g., copyright, trademark or patent notices);
- (k) advertises any commercial endeavor (e.g., offering for sale products or services) or otherwise engages in any commercial activity (e.g., conducting raffles or contests, displaying sponsorship banners, and/or soliciting goods or services) except as may be specifically authorized on the Site;
- (l) solicits funds, advertisers or sponsors for any purpose;
- (m) includes programs that contain viruses, worms and/or Trojan horses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications device;
- (n) disrupts the normal flow of dialogue, causes a screen to scroll faster than other users are able to type, or otherwise acts in a way which affects the ability of other people to engage in real-time activities via the Site;
- (o) amounts to a pyramid or other like scheme, including without limitation contests, chain letters, and surveys;
- (p) disobeys any policy or regulations including any code of conduct or other guidelines established from time to time regarding the use of the Site and/or any networks connected to the Site; or
- (q) contains hyperlinks to other sites that contain content that falls within the scope of this Section.

You acknowledge that any materials uploaded to the Communication Service may be subject to posted limits on use, reproduction, and/or dissemination, and you are responsible for abiding by such limitations with respect to your submissions, including any downloaded materials. Notwithstanding these rights, you remain solely responsible for the content of your submissions. You acknowledge and agree that neither BTM nor any third party that provides BTM Content to BTM will assume or have any liability for any action taken by BTM or such third party with respect to any submission.

You acknowledge that the Website may, but is not obligated to, pre-screen materials uploaded to the Communication Service. Where the Communication Service is hosted or facilitated through an Affiliate Website or other third-party platform, you further acknowledge that the Website and its moderators may exercise moderation authority over BTM Content or community spaces administered

by or on behalf of the Website, including but not limited to removing content or restricting access to such spaces. The Website does not control and makes no representations about the moderation practices or policies of any Affiliate Website or third-party platform outside of BTM-administered spaces.

The Website reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Communication Services (or any part thereof), including any BTM-administered space hosted through an Affiliate Website, with or without notice. You agree that the Website will not be liable to you or any third party for any modification, suspension, or discontinuance of the Communication Services.

WHILE THE WEBSITE EXPLICITLY PROHIBITS THE ABOVE CONDUCT, YOU ACKNOWLEDGE AND AGREE THAT YOU MAY BE EXPOSED TO SUCH CONDUCT AND CONTENT THROUGH USE OF THE COMMUNICATION SERVICES, INCLUDING THOSE HOSTED ON AFFILIATE WEBSITES, AND THAT YOUR USE OF THE WEBSITE AND COMMUNICATION SERVICES IS ENTIRELY AT YOUR OWN RISK. THE WEBSITE DISCLAIMS ALL LIABILITY FOR SUCH CONDUCT TO THE MAXIMUM EXTENT PERMITTED BY LAW.

YOU UNDERSTAND AND AGREE THAT IF YOUR USE OF COMMUNICATION SERVICES VIOLATES THIS POLICY OR ANY POLICY OF A THIRD-PARTY PLATFORM IN CONNECTION WITH AN BTM-ADMINISTERED SPACE, THE WEBSITE MAY SUSPEND OR TERMINATE YOUR ACCESS TO THAT SPACE OR TO THE WEBSITE GENERALLY WITHOUT PRIOR NOTICE AND WITHOUT ANY RIGHT OF REFUND, SET-OFF, OR HEARING.

- 13. Right to Terminate Access.** BTM reserves the right to monitor use of the Site and any BTM-administered Communication Services, including those hosted on third-party or Affiliate Websites, to determine compliance with these Terms. BTM also reserves the right, in its sole discretion, to edit, refuse to post, or remove any information or materials, in whole or in part, within any such BTM-administered space. BTM further reserves the right to terminate your access to any or all Communication Services under its control, including access to BTM-administered spaces on third-party platforms, at any time without notice and for any reason. Nothing in this paragraph shall be construed as a representation that BTM monitors or has authority over all content or conduct occurring on Affiliate Websites generally.
- 14. Disclosure Under Law.** BTM reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process, or governmental request.
- 15. Personally Identifiable Information.** BTM cautions you against giving out any personally identifying information about yourself or your children in any Communication Service. In an effort to preserve your privacy, BTM agrees that it will treat any personally identifying information that you submit through the Site in accordance with the terms outlined in its Privacy Policy at [<https://shraddha.co/wp-content/uploads/2025/05/BTM-Privacy-Policy-00524964-3xDCC62.pdf>], as well as in conformance with all applicable laws, rules, and regulations.

16. Disclaimer & Limitations on Liability. You understand that BTM cannot and does not guarantee or warrant that files available for download from BTM Websites, or from any BTM-administered space on third-party platforms, will be free of viruses, worms, Trojan horses, or other code that may cause damage or harm to your computer(s) or network(s). You acknowledge that you are solely responsible for implementing sufficient procedures and checkpoints to protect your systems and data, and for maintaining adequate backup of your personal data, independent of this Website or any related platform.

BTM further disclaims any responsibility to ensure that BTM Content located on its Websites or any BTM-administered space on a third-party platform is complete, accurate, or up-to-date. BTM does not control third-party platforms and makes no warranties regarding the functionality, availability, or security of such platforms generally.

YOUR USE OF THIS SITE, AND OF ANY BTM-CONTROLLED SPACE ON THIRD-PARTY PLATFORMS, IS AT YOUR OWN RISK. THE CONTENT IS PROVIDED “AS IS” AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. BTM DISCLAIMS ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. BTM DOES NOT WARRANT THAT THE FUNCTIONS OR CONTENT CONTAINED ON ANY BTM WEBSITE OR BTM-MANAGED PLATFORM SPACE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS SITE, ANY SUCH PLATFORM SPACE, OR ANY SERVER THAT MAKES THEM AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

BTM DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING USE, OR THE RESULT OF USE, OF ANY CONTENT IN TERMS OF ACCURACY, RELIABILITY, OR OTHERWISE. YOU ACKNOWLEDGE THAT THE CONTENT MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS, AND BTM MAY MAKE CHANGES OR IMPROVEMENTS AT ANY TIME. YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION IN THE EVENT OF ANY LOSS OR DAMAGE ARISING FROM YOUR USE OF THE SITE, ANY BTM-CONTROLLED SPACE ON THIRD-PARTY PLATFORMS, OR THEIR CONTENT. BTM MAKES NO WARRANTIES THAT YOUR USE OF THE CONTENT WILL NOT INFRINGE THE RIGHTS OF OTHERS AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ERRORS OR OMISSIONS IN SUCH CONTENT.

BTM, ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT 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 BTM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE REASONABLY FORESEEABLE.

IN NO EVENT WILL THE COLLECTIVE LIABILITY OF BTM 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 GREATER OF \$100 OR THE AMOUNT YOU HAVE PAID TO BTM FOR THE APPLICABLE CONTENT OR SERVICE OUT OF WHICH LIABILITY AROSE. ALL CLAIMS MADE BY YOU HEREUNDER MUST BE MADE WITHIN ONE YEAR OF THE ACTION TO WHICH SUCH CLAIM RELATES OR BE FOREVER BARRED.

17. Indemnity. YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD BTM, ITS SUBSIDIARIES, AFFILIATES, LICENSORS, CONTENT PROVIDERS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, AND CONTRACTORS (COLLECTIVELY, THE "INDEMNIFIED PARTIES") HARMLESS FROM ANY BREACH OF THESE TERMS OF USE BY YOU, INCLUDING ANY USE OF CONTENT OTHER THAN AS EXPRESSLY AUTHORIZED IN THESE TERMS OF USE. YOU AGREE THAT THE INDEMNIFIED PARTIES WILL HAVE NO LIABILITY IN CONNECTION WITH ANY SUCH BREACH OR UNAUTHORIZED USE, AND YOU AGREE TO INDEMNIFY ANY AND ALL RESULTING LOSS, DAMAGES, JUDGMENTS, AWARDS, COSTS, EXPENSES, AND ATTORNEYS' FEES OF THE INDEMNIFIED PARTIES IN CONNECTION THEREWITH. YOU WILL ALSO INDEMNIFY, DEFEND, AND HOLD THE INDEMNIFIED PARTIES HARMLESS FROM AND AGAINST ANY CLAIMS BROUGHT BY THIRD PARTIES ARISING OUT OF YOUR USE OF THE INFORMATION ACCESSED FROM THIS SITE.

18. Copyright Infringement. The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials available on or in connection with the Services, including any BTM Content, infringe your copyright, you (or your agent) may send BTM a written notice by mail or email, requesting that BTM remove the material or block access to it. If you believe in good faith that someone has wrongly filed a notice of copyright infringement against you, the DMCA permits you to send BTM a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA. See <https://www.copyright.gov/> for details. Notices and counter-notices must be sent to BTM's DMCA Agent as follows: By mail to [ADDRESS]; or by email to [EMAIL]. Our DMCA Agent's phone number is [PHONE].

We suggest that you consult your legal advisor before submitting a notice or counter-notice.

19. Security. Any passwords used for the Site are for individual use only. You will be responsible for the security of your password(s) at all times. From time to time, BTM may require that you change your password. You are prohibited from using any services or facilities provided in connection with the Site to compromise security or tamper with system resources and/or accounts. The use or distribution of tools designed for compromising security (e.g., password crackers, rootkits, Trojan horses, or network probing tools) is strictly prohibited. If you become involved in any violation of system security, BTM reserves the right to release your account details to the system administrators of other websites and/or the authorities in order to assist them in resolving security incidents. BTM reserves the right to investigate suspected violations of these Terms. BTM reserves the right to fully cooperate with any law enforcement authorities or court order requesting or directing BTM to disclose the identity of anyone posting any e-mail messages, or publishing or otherwise making available any materials that are believed to violate these Terms.

BY ACCEPTING THIS AGREEMENT YOU WAIVE ALL RIGHTS NOT SPECIFICALLY SET FORTH HEREIN, AND AGREE TO HOLD BTM HARMLESS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY BTM DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER BTM OR LAW ENFORCEMENT AUTHORITIES.

20. Disputes. This Agreement is governed by the laws of the State of California, U.S.A., without regard to its conflicts of law provisions, and regardless of your location. ALL DISPUTES ARISING OUT OF OR RELATED TO THIS AGREEMENT, YOUR USE OF THE SERVICES, ANY RECORDING, OR ANY ASPECT OF THE RELATIONSHIP BETWEEN YOU AND BTM (INCLUDING BTM'S COLLECTION, STORAGE, USE, AND DISCLOSURE OF INFORMATION PURSUANT TO BTM'S PRIVACY POLICY), WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION, OR ANY OTHER LEGAL THEORY, SHALL BE RESOLVED THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY AND, BY YOUR ACCESS TO OR USE OF ANY OF THE SERVICES, YOU AGREE THAT YOU AND BTM ARE EACH WAIVING OUR RIGHT TO TRIAL BY A JURY. BY YOUR ACCESS TO OR USE OF ANY OF THE SERVICES, YOU AGREE THAT ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED AND, BY YOUR ACCESS TO OR USE OF ANY OF THE SERVICES, YOU ARE AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ACTION. The arbitration will be administered by the American Arbitration Association under its Commercial Arbitration Rules, as amended by this Agreement. Any in-person hearings or appearances shall be held in the City and County of San Francisco, State of California, U.S.A. Arbitration proceedings shall be conducted in a manner that preserves confidentiality. The arbitrator's decision shall follow this Agreement and shall be final and binding. The arbitrator shall have authority to award temporary, interim, or permanent injunctive relief or relief providing for specific performance of this Agreement, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof.

21. Miscellaneous.

- (a) If any part of these Terms is found by a court of competent jurisdiction to be unlawful, void, or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions.
- (b) You agree that no joint venture, partnership, employment, or agency relationship exists between you and BTM as a result of this Agreement or use of BTM's Websites.
- (c) These Terms constitute the entire agreement among the parties relating to the subject matter hereof, and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between you and BTM with respect to BTM's Websites. Notwithstanding the foregoing, you may also be subject to additional terms and conditions, posted policies (including but not limited to the Privacy Policy), guidelines, or rules that may apply when you use the Website or any of its Services. BTM may revise these Terms at any time by updating this posting. You should review the Agreement from time to time to determine if any changes have been made to the Agreement. Your continued use of the Website after any

changes have been made to this Agreement signifies and confirms your acceptance of any changes or amendments to this Agreement.

- (d) The failure of BTM to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. Any waiver of this Agreement by BTM must be in writing and signed by an authorized representative of BTM.
- (e) The section titles in the Agreement are for convenience only and have no legal or contractual effect.
- (f) Please report any violations of this Agreement to BTM at [email address]. If you have any questions regarding this Agreement, please contact us at [email address].