

Terms of Service

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Welcome, and thank you for your interest in basics. Inc. (“**basics**,” “**we**,” or “**us**”) and our website at www.callback.is, along with our related websites, networks, applications, mobile applications, and other products and/or services provided or otherwise made available by us to you (collectively, the “**Service**”). These Terms of Service are a legally binding contract between you and basics regarding your use of the Service.

PLEASE READ THE FOLLOWING TERMS CAREFULLY.

BY CLICKING “I ACCEPT,” OR BY DOWNLOADING, INSTALLING, OR OTHERWISE ACCESSING OR USING THE SERVICE, YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND, AS A CONDITION TO YOUR USE OF THE SERVICE, YOU AGREE TO BE BOUND BY, THE FOLLOWING TERMS AND CONDITIONS, INCLUDING BASICS’ PRIVACY POLICY AVAILABLE AT <https://callback.is/legal/terms> AND <https://callback.is/legal/privacy> (TOGETHER, THESE “TERMS**”). IF YOU ARE NOT ELIGIBLE, OR DO NOT AGREE TO THE TERMS, THEN YOU DO NOT HAVE OUR PERMISSION TO USE THE SERVICE. YOUR USE OF THE SERVICE, AND BASICS’ PROVISION OF THE SERVICE TO YOU, CONSTITUTES AN AGREEMENT BY BASICS AND BY YOU TO BE BOUND BY THESE TERMS.**

YOU AGREE TO RECEIVE TEXTS FROM OR ON BEHALF OF US AT THE PHONE NUMBER YOU PROVIDE TO US. THESE TEXTS WILL INCLUDE OPERATIONAL MESSAGES ABOUT YOUR USE OF THE SERVICE, AS WELL AS MARKETING MESSAGES. YOU UNDERSTAND AND AGREE THAT THESE TEXTS MAY BE CONSIDERED TELEMARKETING UNDER APPLICABLE LAW, THEY MAY BE SENT USING AN AUTOMATIC TELEPHONE DIALING SYSTEM OR OTHER AUTOMATED TECHNOLOGY, AND YOUR CONSENT IS NOT A CONDITION OF ANY USE BY YOU OF OUR SERVICE.

ARBITRATION NOTICE. Except for certain kinds of disputes described in Section 19, you agree that disputes arising under these Terms will be resolved by binding, individual arbitration, and BY ACCEPTING THESE TERMS, YOU AND BASICS ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN ANY CLASS ACTION OR REPRESENTATIVE PROCEEDING. YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend your rights under this contract (except for matters that may be taken to small claims court). Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. (See Section 19.)

ACKNOWLEDGMENT OF RISK. We do not intend to provide any financial, investment, legal or tax advice, or any other advice of any kind. Although the Service may provide data, information, research, or content provided by third parties or by us relating to NFTs, you should not interpret any such content as tax, legal, financial, or investment advice or a recommendation to conduct Transactions (as such terms are defined below). We are

not registered with the U.S. Securities and Exchange Commission and do not offer or provide securities services in the United States. For the avoidance of doubt, we do not provide investment advice or offer for sale any securities and no part of the Service provided by us constitutes or should be interpreted as being either investment advice or a recommendation of securities. Purchasing, trading, selling, holding, investing in, or exchanging NFTs poses certain risks, including without limitation that the NFTs may fluctuate in value. There can be a substantial risk that you lose money buying, selling, holding, or investing in NFTs. You should not purchase NFTs if you cannot afford to lose the entire amount of your investment. Before purchasing, trading, investing in, exchanging, or selling NFTs or otherwise submitting, entering into, or becoming a party to a Transaction, you should (i) conduct your own investigation and analysis, (ii) carefully consider the purchase, investment in, trading, exchange, or sale of NFTs and all related charges, expenses, uncertainties, and risks, and (iii) consult with your own tax, financial and legal advisors. YOUR USE OF THE SERVICE AND ANY DECISIONS YOU MAKE TO PURCHASE, EXCHANGE, INVEST IN, TRADE, OR SELL NFTs ARE AT YOUR SOLE RISK. The NFTs may decrease in value and potentially lose their value entirely. We will have no responsibility to you for any such events.

YOU HEREBY ACKNOWLEDGE, AGREE, AND UNDERSTAND THAT: (A) WE ARE NOT A LICENSED OR REGISTERED MONEY TRANSMITTER, MONEY SERVICE BUSINESS, OR CUSTODIAN UNDER APPLICABLE LAW, NOR DO WE PROVIDE ANY SERVICES REQUIRING A MONEY TRANSMITTER LICENSE, REGISTRATION AS A MONEY SERVICE BUSINESS, OR A LICENSE TO PERFORM CUSTODIAL SERVICES UNDER APPLICABLE LAW (collectively, “Regulated Services”); (B) ANY REGULATED SERVICES ARE PERFORMED BY THE PROVIDERS OF THIRD-PARTY SERVICES USED IN CONNECTION WITH THE SERVICE; (C) WE ARE NOT AN AGENT OF SUCH PROVIDERS OR OTHERWISE DEEMED TO BE PERFORMING ANY REGULATED SERVICES PURSUANT TO, OR UNDER, SUCH PROVIDERS’ LICENSES OR REGISTRATIONS; AND (D) SUCH PROVIDERS ARE SOLELY RESPONSIBLE AND LIABLE TO YOU FOR SETTLING, EXECUTING, OR OTHERWISE PROCESSING, TRANSMITTING, DISTRIBUTING, OR TRANSFERRING FIAT CURRENCY OR NFTS FOR ANY TRANSACTION FACILITATED BY OR THROUGH THE SERVICE.

1. Service.

- 1.1 Overview. The Service enables its users to, among other things, access, view, manage, and engage in Transactions involving NFTs (as such terms are defined below). For purposes of these Terms, “**Transaction(s)**” means any financial transaction facilitated by or through the Service involving the purchase, sale, trade, or exchange of non-fungible tokens supported by us constituting a digital representation of value based on (or built on top of) a cryptographic protocol of a computer network (“**NFT(s)**”).
- 1.2 Other Agreements. We may provide services relating to the creation or development of NFTs to be provided or otherwise made available on or through the Service, and we may also sell near-field communication stickers

relating to the NFTs that we support. These services and our sale of such stickers will be governed by and subject to a separate written agreement between us and you, and not these Terms.

- 1.3 **Events; Interactions.** The Service also permits users to receive push notifications regarding events, experiences, or other meetings hosted, organized, or attended by other users of the Service and/or by third parties (“**Events**”). WE DO NOT CONTROL OR OVERSEE ANY EVENTS OR THE THIRD PARTIES THAT ATTEND ANY SUCH EVENTS. YOU ARE SOLELY RESPONSIBLE FOR ANY IN-PERSON INTERACTIONS OR OTHER COMMUNICATIONS WITH THIRD PARTIES THAT ARE FACILITATED BY OR THROUGH THE SERVICE. WE DO NOT VERIFY, REPRESENT, WARRANT, OR ENDORSE: (A) THE ACCURACY, COMPLETENESS, OR QUALITY OF ANY INFORMATION RELATING TO ANY EVENT PARTICIPANT THAT WE MAY PROVIDE OR MAKE AVAILABLE TO YOU, AND ANY RELIANCE YOU PLACE ON SUCH INFORMATION IS AT YOUR OWN RISK, (B) THE CONDUCT OR FITNESS OF ANY EVENT PARTICIPANT, OR (C) THE LOCATION OF ANY EVENT (INCLUDING, WITHOUT LIMITATION, THE SAFETY OR SECURITY OF SUCH LOCATIONS OR THE ACTIVITIES THAT TAKE PLACE AT SUCH LOCATIONS). YOU WILL AT ALL TIMES EXERCISE YOUR BEST JUDGMENT IN DETERMINING, AMONG OTHER THINGS, WHETHER OR NOT: (A) THE SERVICE IS APPROPRIATE AND ADEQUATE FOR YOUR PURPOSES; (B) TO INTERACT OR COMMUNICATE WITH OTHER USERS OR THIRD PARTIES WITHIN OR OUTSIDE OF THE SERVICE; (C) TO SHARE YOUR LOCATION, PERSONAL INFORMATION, OR OTHER INFORMATION TO ANOTHER USER OR OTHER THIRD PARTIES; OR (D) TO ATTEND ANY EVENT.
2. **Eligibility.** You must be at least 18 years old to use the Service. By agreeing to these Terms, you represent and warrant to us that: (a) you are at least 18 years old; (b) you have not previously been suspended or removed from the Service; (c) your registration and your use of the Service is in compliance with any and all applicable laws and regulations; (d) you have the full right, power and authority to enter into these Terms, to grant the rights and licenses set forth herein, and to perform your obligations under these Terms; and (e) you will not use the Service for any illegal activity. If you are an entity, organization, or company, the individual accepting these Terms on your behalf represents and warrants that they have authority to bind you to these Terms and you agree to be bound by these Terms. If you are not at least 18 years old, you represent and warrant that you have your parent’s or guardian’s permission to use the Service and to agree to these Terms. If you are a parent or legal guardian of a user under the age of 18, by allowing such underage user to use the Service, you are subject to the terms and conditions of these Terms and are solely responsible for their activity on the Service.
3. **Accounts and Registration.** To access most features of the Service, you must register for an account. When you register for an account, you may be required to

provide us with some information about yourself, such as your name, email address, phone number, or other contact information. You agree that the information you provide to us is accurate, complete, and not misleading and that you will keep it accurate and up-to-date at all times. When you register, you will be asked to create a password. You are solely responsible for maintaining the confidentiality of your account and password, and you accept responsibility for all activities that occur under your account. If you believe that your account is no longer secure, then you must immediately notify us at hello@callback.is.

4. Financial Risks. You acknowledge and agree that:

- a. The market for NFTs is volatile and unpredictable, and the price of NFTs relative to fiat currency may result in significant loss over a short period of time;
- b. The risk of loss in purchasing, selling, exchanging or otherwise trading NFTs may be substantial and losses may occur over a short period of time;
- c. The price and liquidity of NFTs has been and may be subject to large fluctuations and volatility;
- d. NFTs are not legal tender, are not backed by the U.S. government, and the accounts holding NFTs are not subject to the protections afforded by the Federal Deposit Insurance Corporation or the Securities Investor Protection Corporation;
- e. Legislative and regulatory changes, developments, or actions at the state, provincial, federal or international level may adversely affect the use, purchase, sale, trade, transfer, exchange, and value of NFTs at any given time;
- f. Transactions involving NFTs may be irreversible, and losses due to fraudulent, accidental, or wrongfully executed Transactions may not be recoverable;
- g. Certain Transactions involving NFTs will be deemed to have been executed when recorded on a public ledger, which may not be the same date or time that you or any other person initiates a Transaction;
- h. Access to NFTs recorded on any given address are controlled by the holder of the associated private key to the address and, if the private key is compromised, lost, disclosed, or otherwise no longer secure, such NFTs may be stolen, lost, inaccessible, irretrievable, and/or otherwise unrecoverable;

- i. The value of certain NFTs may be derived from, based on, or influenced by fluctuations in the supply and demand of such NFTs and other market conditions, which may result in the NFTs having no value;
- j. The value of NFTs may be derived from the continued willingness of market participants to exchange fiat currency for NFTs, which may result in the potential for permanent and total loss of value of a particular NFTs should the market for that NFT disappear;
- k. The nature of NFTs means that any technological difficulties experienced by us may prevent the access to or use of your NFTs;
- l. There is no assurance or any guarantee that any person or entity will continue to accept, purchase, sell, exchange, transfer, trade, or otherwise deal in NFTs at any given time;
- m. The nature of NFTs may lead to an increased risk of fraud, cyberattack, and theft even though we implement and maintain industry-standard physical, technical, organizational, and administrative security processes and procedures designed to prevent the unauthorized access to and use of your NFTs;
- n. Any bond, trust account, or insurance coverage we hold and/or maintain may not be sufficient to cover all losses incurred by our users; and
- o. We may not be regulated as a financial institution or its equivalent in your jurisdiction, territory, or region.

5. General Payment Terms. Certain products and/or services offered to you through the Service (including NFTs) may be purchased for a fee. This fee may include fees that we charge (including the basics Fee, as defined below) and third-party fees and charges applicable to your use of the Service and your Transactions, such as fees charged by providers of third-party services used in connection with the Service (including payment processing charges) or fees charged by the user or third party with whom you are executing a Transaction). Before you pay any fees, you will have an opportunity to review and accept the fees that you will be charged. All fees are in U.S. Dollars and are non-refundable unless otherwise specifically provided for herein.

5.1 Price. basics reserves the right to determine pricing for the Service. basics will make reasonable efforts to keep pricing information made available to you through the Service up to date. We encourage you to access the Service periodically for current pricing information. basics may change the fees for any feature of the Service, including additional fees or charges, if basics gives you advance notice of changes before they apply. basics, at its sole discretion, may make promotional offers with different features and different pricing to any of basics' customers. These promotional offers, unless made to you, will not apply to your offer or these Terms.

- 5.2 Authorization. You authorize basics and its third-party payment processors to charge all sums that you owe in connection with your use of the Service (including any Transaction) as described in these Terms or published by basics, including all applicable taxes, to the payment method specified in your account. If you pay any fees with a credit card, basics or its third-party payment processors may seek pre-authorization of your credit card account prior to your purchase to verify that the credit card is valid and has the necessary funds or credit available to cover the sums that you owe.
- 5.3 Delinquent Accounts. basics may suspend or terminate access to the Service for any account for which any amount is due but unpaid. In addition to the amounts due in connection with your use of the Service, a delinquent account will be charged with fees or charges that are incidental to any chargeback or collection of any the unpaid amount, including collection fees.
- 5.4 Transaction Payment. Our third-party service providers provide banking and payment processing services (including, without limitation, those that facilitate the settlement, execution, processing, transmission, distribution, or transfer of fiat currency and of NFTs for Transactions) to facilitate Transactions. We will be entitled to a certain percentage of the Transaction Value (as defined below) (such percentage, the “**basics Fee**”) and this amount will be automatically deducted before payments of monies or other forms of consideration are made to the parties to a Transaction. Payments and transfers of NFTs and of fiat currency between the parties to a Transaction will be processed promptly after the execution of the Transaction. However, complete settlement of such payments and transfers may be delayed for various reasons, including: (a) the date and/or time that the Transaction is executed is outside of normal business hours or is on a holiday federally observed in the U.S. by banking institutions; (b) the method of payment used; (c) your third-party banking or financial services provider; (d) the operating procedures of any provider of third-party services used in connection with the Service; or (e) other circumstances outside of our reasonable control. For purposes of these Terms, “**Transaction Value**” means the aggregate value of all monies and other consideration to be paid to settle a Transaction (excluding (a) the basics Fee, and (b) any actual costs that we incur in connection with the Transaction, including, without limitation, refunds, charge-backs, declined payments, bad debts, carriage or in-app commission fees or any other fees payable to third parties in connection with the Transaction, credit card processing fees, and any payments not honored by a financial institution).

6. Licenses

- 6.1 Limited License. Subject to your complete and ongoing compliance with these Terms, basics grants you, solely for your personal, non-commercial use, a limited, non-exclusive, non-transferable, non-sublicensable,

revocable license to: (a) install and use one object code copy of any mobile application associated with the Service obtained from a legitimate marketplace (whether installed by you or pre-installed on your mobile device by the device manufacturer) on a mobile device that you own or control; and (b) access and use the Service.

6.2 License Restrictions. Except and solely to the extent such a restriction is impermissible under applicable law, you may not: (a) reproduce, distribute, publicly display, publicly perform, or create derivative works of the Service; (b) make modifications to the Service; or (c) interfere with or circumvent any feature of the Service, including, but not limited to, any security or access control mechanism. If you are prohibited under applicable law from using the Service, then you may not use it.

6.3 Feedback. We respect and appreciate the thoughts and comments from our users. If you choose to provide input and suggestions regarding existing functionalities, problems with or proposed modifications or improvements to the Service ("**Feedback**"), then you hereby grant basics an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free right and license to exploit the Feedback in any manner and for any purpose, including to improve the Service and create other products and services. We will have no obligation to provide you with attribution for any Feedback you provide to us.

7. **Ownership; Proprietary Rights**. The Service is owned and operated by basics. The visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), products, software, services, and all other elements of the Service ("**Materials**") provided by basics are protected by intellectual property and other laws. All Materials included in the Service are the property of basics or its third-party licensors. Except as expressly authorized by basics, you may not make use of the Materials. There are no implied licenses in these Terms and basics reserves all rights to the Materials not granted expressly in these Terms.

8. **Third Party Terms**

8.1 Third Party Services and Linked Websites. basics may provide tools through the Service that enable you to use or access, or to export information (including User Content) to, third-party services (including those that (a) allow you to link your account on basics with an account on the third-party service or through our implementation of third party buttons (such as "like" or "share" buttons), or (b) you otherwise use in connection with your use of the Service (including the settlement, execution, processing, transmission, distribution, or transfer of fiat currency and NFTs for Transactions), such as digital wallets or other accounts in which your NFTs or fiat currency are held, custodied, or otherwise stored). By using one of these tools, you hereby authorize basics to transfer that information to the

applicable third-party service and we may request that you provide additional information as may be required in order for you to use or access the third-party services. Third-party services are not under basics' control, and, to the fullest extent permitted by law, basics is not responsible for any third-party service's use of your exported information. You hereby provide us with all necessary and sufficient consents, authorizations, permissions, and approvals required by the provider of such third-party services or by any third party acting on behalf of such provider in order for them to perform their obligations in connection with their provision of such third-party services to you. The Service may also contain links to third party websites. Linked websites are not under basics' control, and basics is not responsible for their content. Please be sure to review the terms of use and privacy policy of any third-party services before you share any User Content or information with such third-party services. Once sharing occurs, basics will have no control over the information that has been shared.

- 8.2 Third Party Software. The Service may include or incorporate third party software components that are generally available free of charge under licenses granting recipients broad rights to copy, modify, and distribute those components ("**Third Party Components**"). Although the Service is provided to you subject to these Terms, nothing in these Terms prevents, restricts, or is intended to prevent or restrict you from obtaining Third Party Components under the applicable third-party licenses or to limit your use of Third Party Components under those third-party licenses

9. **Specific Terms and Conditions for Transactions**

- 9.1 Transaction Information. You are solely responsible for verifying the accuracy and completeness of all information required to facilitate the processing, settlement, and execution of a Transaction (including, without limitation, wallet addresses, payment and bank account information, the Transaction Value, and the type and amount of the NFTs and/or fiat currency to be transferred in connection with the Transaction). Neither we nor any of our third-party service providers will be responsible or liable to you for any inaccurate, inconsistent, or incorrect information used by, or relied upon by, us or them to process, settle, and/or execute a Transaction (including for transfers, transmissions, and distributions of NFTs and/or fiat currency to incorrect recipients, bank accounts, or digital wallets), and we have no obligation to verify the accuracy or completeness of any such information. You are solely responsible for ensuring that a Transaction involving a transfer of NFTs by you is not subject to additional terms and/or conditions imposed by the custodian of the digital wallet to whom the NFTs are being transferred. For example, certain third-party digital wallet providers may impose certain limitations on the quantity or aggregate value of assets that may be transferred during any period of time or for any given Transaction involving such wallet provider, which may result in a wallet provider not accepting NFTs that are transferred to it. We are not

responsible or liable to you for any liabilities, losses, or damages suffered by you as a result of your failure to strictly comply with any such third-party terms and conditions.

- 9.2 Transaction Disputes. As between you and a third party to any Transaction (including another user of the Service), the terms and conditions of the Transaction, such as the type and quantity of NFTs to be transferred and each party's payment obligations to one another, are solely your responsibility. You acknowledge and agree that: (a) any such third party may require that you agree to additional terms and conditions before processing, submitting, settling, or executing a Transaction; (b) we are not a party to any such agreement entered into between you and such third party in connection with a Transaction; (c) any dispute with any such third party is solely between you and such third party; and (d) you and such third party will resolve any such dispute in good faith. In the event you have a dispute about a Transaction, please contact us at hello@callback.is. basics will be under no obligation, but reserves its right, to investigate, intervene, or otherwise participate in any such dispute or to facilitate any collection or payment of fees or charges between you and the other party to a Transaction.
- 9.3 Ownership. You represent and warrant that: (a) (1) you own all right, title, and interest in and to the NFTs in the digital wallets or other accounts in which your NFTs are held, custodied, or otherwise stored, or (2) you otherwise have all necessary and sufficient rights, permissions, capacity, consents, and authority to sell, trade, exchange, or otherwise dispose of such NFTs; (b) you are the owner of, or otherwise have all necessary and sufficient rights, permissions, capacity, consents, and authority from all owners of the digital wallets or other accounts in which your NFTs are held, custodied, or otherwise stored, to facilitate the transfer of your NFTs to and from such wallets or other accounts.
- 9.4 Transaction Information Disclosures. In the event you use the Service to engage in Transactions with a third party (including another user of the Service), we (or a third party acting on our behalf) may send on your behalf, certain text messages, emails, or other communications to such third party. You represent and warrant to us that such third party has consented to receiving such communications. You hereby acknowledge and agree that we may include and disclose your name, account information for the Service, and any other information you provide to us in connection with a Transaction as part of these communications to any such third party. The third party may accept or reject the NFTs or fiat currency you send in connection with a Transaction facilitated by the Service and, in the event of a rejection by the third party or if the third party fails to accept the NFTs or fiat currency within thirty (30) days' of the effective date of your transfer, sending, or transmission thereof, the NFTs or fiat currency will be refunded

to the same digital wallet or other account from which you transferred, sent, or transmitted such NFTs or fiat currency.

- 9.5 Banking Information. The Service may permit you to link your external banking account(s) with your account on the Service by (a) logging into your account with your financial institution through the Service, or (b) providing us with the account information and routing details for your banking account and verifying the micro deposits we may send to such bank account. You may also be required to provide us with proof of ownership of such external banking account(s) in order for us to verify your control over such account(s). All linked banking accounts must be with financial institutions in the U.S., unless otherwise approved by us in writing. We may decline the use of any external banking account(s) that we believe may present a risk to you and/or us in our sole discretion. By linking your external banking account(s) to your account on the Service, and by subsequently logging into your linked banking account(s) through the Service, you hereby authorize us: (a) to review and otherwise use the information made available to us by your financial institution pertaining to your external banking account(s) (including, but not limited to, account and routing information, authentication details, account balance, transaction history, and contact and profile information); and (b) to disclose such information to, and to authorize the use thereof by, our third-party service providers (in each case of (a) and (b) subject to our Privacy Policy and solely as reasonably necessary for purposes of facilitating the execution and settlement of a Transaction, performing any acts or omissions authorized by you on your behalf, or otherwise performing any other obligation in connection with our provision of the Service to you and to perform other services). You represent and warrant each and every time you link an external banking account to your account on the Service that: (a) you are the owner of, or have all necessary and sufficient consents and authorizations to access and use, the external banking account; and (b) you have the authority, or have all necessary and sufficient consents and authorizations, to authorize our and our third-party service providers' access to and use of such banking account for purposes of facilitating transfers of funds to and from such banking account that are authorized by you. If any of your linked, external banking accounts is jointly owned with, or otherwise jointly controlled by, any third party, you represent and warrant each and every time you link any such joint banking account to your account on the Service that that any and all joint account holder(s) has provided their informed consent or otherwise authorized you to: (a) represent, and to act on behalf of, all of the joint account holder(s) of the account; (b) access and use such joint banking account in connection with the Service; and (c) to authorize our and our third-party service providers' access to and use of such joint banking account in connection with providing the Service to you. If you do not have such informed consent or authorization, you are not permitted to link any such joint banking account to your account on the Service and we will immediately terminate your use of the Service if we are notified of or have a reasonable, good faith basis to

believe that you have breached or otherwise not fulfilled the foregoing representation and warranty. If you close any of your external banking accounts with your financial institutions or if your financial institution has suspended any such accounts or otherwise frozen the assets held in such accounts, you are solely responsible for removing any such closed, suspended, or frozen banking account from your account on the Service to avoid any failure, delay, or cancellation of any Transaction and any potential charges relating thereto. We are not responsible or liable for any acts or omissions by your external financial institutions or any other third parties with whom any of your external banking accounts are held (including, without limitation, any modification, interruption, or discontinuance of any linked external bank account by such financial institution, third party, or the Service).

10. User Content

- 10.1 User Content Generally. Certain features of the Service may permit users to submit, upload, publish, broadcast, or otherwise transmit (“**Post**”) content to the Service, including photos, video, or audio (including sound or voice recordings and musical recordings embodied in the video or audio), images, folders, data, text, and any other works of authorship or other works (“**User Content**”). You retain any copyright and other proprietary rights that you may hold in the User Content that you Post to the Service, subject to the licenses granted in these Terms.
- 10.2 Limited License Grant to basics. By Posting User Content to or via the Service, you grant basics a worldwide, non-exclusive, irrevocable, royalty-free, fully paid right and license (with the right to sublicense through multiple tiers) to host, store, transfer, publicly display, publicly perform (including by means of a digital audio transmission), communicate to the public, reproduce, modify for the purpose of formatting for display, create derivative works as authorized in the Terms, and distribute your User Content, in whole or in part, in any media formats and through any media channels now known or hereafter developed. All of the rights you grant in these Terms are provided on a through-to-the-audience basis, meaning the owners or operators of external services will not have any separate liability to you or any other third party for User Content Posted or otherwise used on external services via the Service. You agree to pay all monies owing to any person or entity resulting from Posting your User Content, and from basics’ exercise of the license set forth in this Section.
- 10.3 Limited License Grant to Other Users. By Posting User Content to or via the Service and making it available to other users of the Service, you grant those users a non-exclusive license to access and use that User Content as permitted by these Terms and the functionality of the Service.

10.4 You Must Have Rights to the Content You Post; User Content Representations and Warranties. You must not Post User Content if you are not the owner of or are not fully authorized to grant rights in all of the elements of that User Content. basics disclaims any and all liability in connection with User Content. You are solely responsible for your User Content and the consequences of providing User Content via the Service. By providing User Content via the Service, you affirm, represent, and warrant that:

- a. you are the creator and owner of the User Content, or have the necessary licenses, rights, consents, and permissions to authorize basics and users of the Service to use and distribute your User Content as necessary to exercise the licenses granted by you in this Section, in the manner contemplated by basics, the Service, and these Terms;
- b. your User Content, and the Postings or other use of your User Content as contemplated by these Terms, does not and will not: (i) infringe, violate, misappropriate, or otherwise breach any third party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property, contract, or proprietary right; (ii) slander, defame, libel, or invade the right of privacy, publicity or other property rights of any other person; or (iii) cause basics to violate any law or regulation or require us to obtain any further licenses from or pay any royalties, fees, compensation or other amounts or provide any attribution to any third parties; and
- c. your User Content could not be deemed by a reasonable person to be objectionable, profane, indecent, pornographic, harassing, threatening, embarrassing, hateful, or otherwise inappropriate.

10.5 User Content Disclaimer. We are under no obligation to edit or control User Content that you or other users Post, and will not be in any way responsible or liable for User Content. basics may, however, at any time and without prior notice, screen, remove, edit, or block any User Content that in our sole judgment violates these Terms, is alleged to violate the rights of third parties, or is otherwise objectionable. You understand that when using the Service, you will be exposed to User Content from a variety of sources and acknowledge that User Content may be inaccurate, offensive, indecent, or objectionable. You agree to waive, and do waive, any legal or equitable right or remedy you have or may have against basics with respect to User Content. If notified by a user or content owner that User Content allegedly does not conform to these Terms, we may investigate the allegation and determine in our sole discretion whether to remove the User Content, which we reserve the right to do at any time and without notice. For clarity, basics does not permit infringing activities on the Service.

- 10.6 Monitoring Content. basics does not control and does not have any obligation to monitor: (a) User Content; (b) any content made available by third parties; or (c) the use of the Service by its users. You acknowledge and agree that basics reserves the right to, and may from time to time, monitor any and all information transmitted or received through the Service for operational and other purposes. If at any time basics chooses to monitor the content, basics still assumes no responsibility or liability for content or any loss or damage incurred as a result of the use of content. During monitoring, information may be examined, recorded, copied, and used in accordance with our Privacy Policy. basics may block, filter, mute, remove or disable access to any User Content uploaded to or transmitted through the Service without any liability to the user who Posted such User Content to the Service or to any other users of the Service.

11. Communications.

- 11.1 Text Messaging. You agree that basics and those acting on our behalf may send you text (SMS) messages at the phone number you provide us. These messages may include operational messages about your use of the Service, as well as marketing messages. Text messages may be sent using an automatic telephone dialing system. Standard data and message rates may apply whenever you send or receive such messages, as specified by your carrier. IF YOU WISH TO OPT OUT OF ALL TEXT MESSAGES FROM BASICS, YOU CAN EMAIL hello@callback.is OR TEXT THE WORD "STOP" TO THE NUMBER FROM WHICH YOU ARE RECEIVING THE MESSAGES, HOWEVER YOU ACKNOWLEDGE THAT OPTING OUT OF RECEIVING ALL MESSAGES MAY IMPACT YOUR USE OF THE SERVICE. You may continue to receive text messages for a short period while we process your request, including a message confirming the receipt of your opt-out request. Your agreement to receive marketing texts is not a condition of any purchase on or use of the Service.
- 11.2 Push Notifications. When you install our app on your mobile device, you agree to receive push notifications, which are messages an app sends you on your mobile device when the app is not on. You can turn off notifications by visiting your mobile device's "settings" page.
- 11.3 Email. We may send you emails concerning our products and services, as well as those of third parties. You may opt out of promotional emails by following the unsubscribe instructions in the promotional email itself.

12. Prohibited Conduct. BY USING THE SERVICE, YOU AGREE NOT TO:

- a. use the Service for any illegal purpose or in violation of any local, state, national, or international law;

- b. harass, threaten, demean, embarrass, or otherwise harm any other user of the Service;
- c. violate, encourage others to violate, or provide instructions on how to violate, any right of a third party, including by infringing or misappropriating any third-party intellectual property right;
- d. access, search, or otherwise use any portion of the Service through the use of any engine, software, tool, agent, device, or mechanism (including spiders, robots, crawlers, and data mining tools) other than the software or search agents provided by basics;
- e. interfere with security-related features of the Service, including by: (i) disabling or circumventing features that prevent or limit use or copying of any content; or (ii) reverse engineering or otherwise attempting to discover the source code of any portion of the Service except to the extent that the activity is expressly permitted by applicable law;
- f. interfere with the operation of the Service or any user's enjoyment of the Service, including by: (i) uploading or otherwise disseminating any virus, adware, spyware, worm, or other malicious code; (ii) making any unsolicited offer or advertisement to another user of the Service; (iii) collecting personal information about another user or third party without consent; or (iv) interfering with or disrupting any network, equipment, or server connected to or used to provide the Service;
- g. perform any fraudulent activity including impersonating any person or entity, claiming a false affiliation, accessing any other Service account without permission, or falsifying your age or date of birth;
- h. sell or otherwise transfer the access granted under these Terms or any Materials (as defined in Section 7) or any right or ability to view, access, or use any Materials; or
- i. attempt to do any of the acts described in this Section 12 or assist or permit any person in engaging in any of the acts described in this Section 12.

13. Intellectual Property Rights Protection

- 13.1 Respect of Third-Party Rights. basics respects the intellectual property rights of others, takes the protection of intellectual property rights very seriously, and asks users of the Service to do the same. Infringing activity will not be tolerated on or through the Service.

- 13.2 DMCA Notification. We comply with the provisions of the Digital Millennium Copyright Act applicable to Internet service providers (17 U.S.C. §512, as amended). If you have an intellectual property rights-related complaint about any material on the Service, you may contact our Designated Agent at the following address:

Copyright Manager
basics. Inc.
150-0021
Tokyo-to, Shibuya City, Ebisunishi
1-chōme-33-6
noie 220
Japan
Phone: 1 (763) 744-8371
Email: hello@callback.is

- 13.3 Procedure for Reporting Claimed Infringement. If you believe that any content made available on or through the Service has been used or exploited in a manner that infringes an intellectual property right you own or control, then please promptly send a “**Notification of Claimed Infringement**” to the Designated Agent identified above containing the following information.

- a. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other right being infringed;
- b. a description of the copyrighted work or other intellectual property that you claim has been infringed;
- c. a description of the material that you claim is infringing and where it is located on the Service;
- d. your address, telephone number, and email address;
- e. a statement by you that you have a good faith belief that the use of the materials on the Service of which you are complaining is not authorized by the copyright or other intellectual property right owner, its agent, or the law; and
- f. a statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are the copyright or other intellectual property right owner or authorized to act on the copyright or intellectual property owner’s behalf.

Your Notification of Claimed Infringement may be shared by basics with the user alleged to have infringed a right you own or control as well as with the operators of publicly available databases that track notifications of claimed infringement, and you consent to basics making such disclosures. You

should consult with your own lawyer or see 17 U.S.C. § 512 to confirm your obligations to provide a valid notice of claimed infringement.

- 13.4 Repeat Infringers. basics' policy is to: (a) remove or disable access to material that basics believes in good faith, upon notice from an intellectual property rights owner or authorized agent, is infringing the intellectual property rights of a third party by being made available through the Service; and (b) in appropriate circumstances, to terminate the accounts of and block access to the Service by any user who repeatedly or egregiously infringes other people's copyright or other intellectual property rights. Basics will terminate the accounts of users that are determined by basics to be repeat infringers. basics reserves the right, however, to suspend or terminate accounts of users in our sole discretion.
- 13.5 Counter Notification. If you receive a notification from basics that material made available by you on or through the Service has been the subject of a Notification of Claimed Infringement, then you will have the right to provide basics with what is called a "**Counter Notification**." To be effective, a Counter Notification must be in writing, provided to basics' Designated Agent through one of the methods identified in Section 13.2, and include substantially the following information:
- a. your physical or electronic signature;
 - b. 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 to it was disabled;
 - c. a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
 - d. your name, address, and telephone number, and a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if you are residing outside of the United States, then for any judicial district in which basics may be found, and that you will accept service of process from the person who provided notification under Section 13.2 above or an agent of that person.

A party submitting a Counter Notification should consult a lawyer or see 17 U.S.C. § 512 to confirm the party's obligations to provide a valid counter notification under the Copyright Act.

- 13.6 Reposting of Content Subject to a Counter Notification. If you submit a Counter Notification to basics in response to a Notification of Claimed Infringement, then basics will promptly provide the person who provided the Notification of Claimed Infringement with a copy of your Counter Notification

and inform that person that basics will replace the removed User Content or cease disabling access to it in 10 business days, and basics will replace the removed User Content and cease disabling access to it not less than 10, nor more than 14, business days following receipt of the Counter Notification, unless basics' Designated Agent receives notice from the party that submitted the Notification of Claimed Infringement that such person has filed an action seeking a court order to restrain the user from engaging in infringing activity relating to the material on basics' system or network.

13.7 False Notifications of Claimed Infringement or Counter Notifications. The Copyright Act provides at 17 U.S.C. § 512(f) that: “[a]ny person who knowingly materially misrepresents under [Section 512 of the Copyright Act (17 U.S.C. § 512)] (1) that material or activity is infringing, or (2) that material or activity was removed or disabled by mistake or misidentification, will be liable for any damages, including costs and attorneys’ fees, incurred by the alleged infringer, by any copyright owner or copyright owner’s authorized licensee, or by a service provider, who is injured by such misrepresentation, as the result of basics relying upon such misrepresentation in removing or disabling access to the material or activity claimed to be infringing, or in replacing the removed material or ceasing to disable access to it.” basics reserves the right to seek damages from any party that submits a Notification of Claimed Infringement or Counter Notification in violation of the law.

14. **Modification of these Terms.** We may, from time to time, change these Terms. Please check these Terms periodically for changes. Revisions will be effective immediately except that, for existing users, material revisions will be effective 30 days after posting or notice to you of the revisions unless otherwise stated. If a change to these Terms materially modifies your rights or obligations, we may require that you accept the modified Terms in order to continue to use the Service. If we update these Terms, we will provide you notice of such updates, such as by sending an email notification, providing notice through our websites and/or the Service, or updating the “Last Updated” date at the beginning of these Terms. If you do not agree to the modified Terms, then you should remove your User Content and discontinue your use of the Service. Except as expressly permitted in this Section 14, these Terms may be amended only by a written agreement signed by authorized representatives of the parties to these Terms.

15. **Term, Termination and Modification of the Service**

15.1 Term. These Terms are effective beginning when you accept the Terms or first download, install, access, or use the Service, and ending when terminated as described in Section 15.2.

15.2 Termination. If you violate any provision of these Terms, then your authorization to access the Service and these Terms automatically terminate. In addition, basics may, at its sole discretion, terminate these

Terms or your account on the Service, or suspend or terminate your access to the Service, at any time for any reason or no reason, with or without notice, and without any liability to you arising from such termination. You may terminate your account and these Terms at any time by contacting customer service at hello@callback.is.

- 15.3 Effect of Termination. Upon termination of these Terms: (a) your license rights will terminate and you must immediately cease all use of the Service; (b) you will no longer be authorized to access your account or the Service; (c) you must pay basics any unpaid amount that was due prior to termination; and (d) all payment obligations accrued prior to termination and Sections 6.3, 7, 15.3, 16, 17, 18, 19, and 20 will survive. You are solely responsible for retaining copies of any User Content you Post to the Service since upon termination of your account, you may lose access rights to any User Content you Posted to the Service. If your account has been terminated for a breach of these Terms, then you are prohibited from creating a new account on the Service using a different name, email address or other forms of account verification.
- 15.4 Modification of the Service. basics reserves the right to modify or discontinue all or any portion of the Service at any time (including by limiting or discontinuing certain features of the Service), temporarily or permanently, without notice to you. basics will have no liability for any change to the Service, including any paid-for functionalities of the Service, or any suspension or termination of your access to or use of the Service. You should retain copies of any User Content you Post to the Service so that you have permanent copies in the event the Service is modified in such a way that you lose access to User Content you Posted to the Service.
16. **Indemnity**. To the fullest extent permitted by law, you are responsible for your use of the Service, and you will defend and indemnify basics, its affiliates and their respective shareholders, directors, managers, members, officers, employees, consultants, and agents (together, the “**basics Entities**”) from and against every claim brought by a third party, and any related liability, damage, loss, and expense, including attorneys’ fees and costs, arising out of or connected with: (1) your unauthorized use of, or misuse of, the Service; (2) your violation of any portion of these Terms, any representation, warranty, or agreement referenced in these Terms, or any applicable law or regulation; (3) your violation of any third party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right; or (4) any dispute or issue between you and any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of those claims.
17. **Disclaimers; No Warranties**

- 17.1 THE SERVICE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICE ARE PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS. BASICS DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SERVICE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICE, INCLUDING: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (B) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. BASICS DOES NOT WARRANT THAT THE SERVICE OR ANY PORTION OF THE SERVICE, OR ANY MATERIALS OR CONTENT OFFERED THROUGH THE SERVICE, WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND BASICS DOES NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED.
- 17.2 NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SERVICE OR BASICS ENTITIES OR ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICE WILL CREATE ANY WARRANTY REGARDING ANY OF THE BASICS ENTITIES OR THE SERVICE THAT IS NOT EXPRESSLY STATED IN THESE TERMS. WE ARE NOT RESPONSIBLE FOR ANY DAMAGE THAT MAY RESULT FROM THE SERVICE AND YOUR DEALINGS WITH ANY OTHER SERVICE USER. YOU UNDERSTAND AND AGREE THAT YOU USE ANY PORTION OF THE SERVICE AT YOUR OWN DISCRETION AND RISK, AND THAT WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH THE SERVICE) OR ANY LOSS OF DATA, INCLUDING USER CONTENT.
- 17.3 THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. basics does not disclaim any warranty or other right that basics is prohibited from disclaiming under applicable law.

18. Limitation of Liability

- 18.1 TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE BASICS ENTITIES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE SERVICE OR ANY MATERIALS OR CONTENT ON THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND

WHETHER OR NOT ANY BASICS ENTITY HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE.

- 18.2 EXCEPT AS PROVIDED IN SECTION 19.5 AND SECTION 19.6 TO THE FULLEST EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF THE BASICS ENTITIES TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR ANY INABILITY TO USE ANY PORTION OF THE SERVICE OR OTHERWISE UNDER THESE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO THE GREATER OF: (a) THE AMOUNT YOU HAVE PAID TO BASICS FOR ACCESS TO AND USE OF THE SERVICE IN THE 12 MONTHS PRIOR TO THE EVENT OR CIRCUMSTANCE GIVING RISE TO THE CLAIM; AND (b) US \$100.
- 18.3 EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION 18 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

19. Dispute Resolution and Arbitration

- 19.1 Generally. In the interest of resolving disputes between you and basics in the most expedient and cost effective manner, and except as described in Section 19.2 and 19.3, you and basics agree that every dispute arising in connection with these Terms, the Service, and communications from us will be resolved by binding arbitration. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. This agreement to arbitrate disputes includes all claims arising out of or relating to any aspect of these Terms, the Service, and communications from us, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of these Terms. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND BASICS ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.
- 19.2 Exceptions. Despite the provisions of Section 19.1, nothing in these Terms will be deemed to waive, preclude, or otherwise limit the right of either party to: (a) bring an individual action in small claims court; (b) pursue an enforcement action through the applicable federal, state, or local agency if

that action is available; (c) seek injunctive relief in a court of law in aid of arbitration; or (d) to file suit in a court of law to address an intellectual property infringement claim.

- 19.3 Opt-Out. If you do not wish to resolve disputes by binding arbitration, you may opt out of the provisions of this Section 19 within 30 days after the date that you agree to these Terms by sending a letter to:

basics. Inc.
ATTN: Legal Department – Arbitration Opt-Out
150-0021
Tokyo-to, Shibuya City, Ebisunishi
1-chōme-33-6
noie 220
Japan

that specifies: your full legal name, the email address associated with your account on the Service, and a statement that you wish to opt out of arbitration (“**Opt-Out Notice**”). Once basics receives your Opt-Out Notice, this Section 19 will be void and any action arising out of these Terms will be resolved as set forth in Section 20.2. The remaining provisions of these Terms will not be affected by your Opt-Out Notice.

- 19.4 Arbitrator. Any arbitration between you and basics will be settled under the Federal Arbitration Act and administered by the American Arbitration Association (“**AAA**”) under its Consumer Arbitration Rules (collectively, “**AAA Rules**”) as modified by these Terms. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting basics. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement.

- 19.5 Notice of Arbitration; Process. A party who intends to seek arbitration must first send a written notice of the dispute to the other party by certified U.S. Mail or by Federal Express (signature required) or, only if that other party has not provided a current physical address, then by electronic mail (“**Notice of Arbitration**”). basics’ address for Notice is:

basics. Inc.
150-0021
Tokyo-to, Shibuya City, Ebisunishi
1-chōme-33-6
noie 220
Japan

The Notice of Arbitration must: (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought (“**Demand**”). The

parties will make good faith efforts to resolve the claim directly, but if the parties do not reach an agreement to do so within 30 days after the Notice of Arbitration is received, you or basics may commence an arbitration proceeding. All arbitration proceedings between the parties will be confidential unless otherwise agreed by the parties in writing. During the arbitration, the amount of any settlement offer made by you or basics must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. If the arbitrator awards you an amount higher than the last written settlement amount offered by basics in settlement of the dispute prior to the award, basics will pay to you the higher of: (a) the amount awarded by the arbitrator; and (b) \$10,000.

- 19.6 Fees. If you commence arbitration in accordance with these Terms, basics will reimburse you for your payment of the filing fee, unless your claim is for more than \$10,000, in which case the payment of any fees will be decided by the AAA Rules. Any arbitration hearing will take place at a location to be agreed upon in the county and state of your residence, but if the claim is for \$10,000 or less, you may choose whether the arbitration will be conducted: (a) solely on the basis of documents submitted to the arbitrator; (b) through a non-appearance based telephone hearing; or (c) by an in-person hearing as established by the AAA Rules in the county (or parish) of your billing address. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In that case, you agree to reimburse basics for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.
- 19.7 No Class Actions. YOU AND BASICS AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and basics agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.
- 19.8 Modifications to this Arbitration Provision. If basics makes any future change to this arbitration provision, other than a change to basics' address for Notice of Arbitration, you may reject the change by sending us written notice within 30 days of the change to basics' address for Notice of

Arbitration, in which case your account with basics will be immediately terminated and this arbitration provision, as in effect immediately prior to the changes you rejected will survive.

- 19.9 Enforceability. If Section 19.7 or the entirety of this Section 19 is found to be unenforceable, or if basics receives an Opt-Out Notice from you, then the entirety of this Section 19 will be null and void and, in that case, the exclusive jurisdiction and venue described in Section 20.2 will govern any action arising out of or related to these Terms.

20. Miscellaneous

- 20.1 General Terms. These Terms, including the Privacy Policy and any other agreements expressly incorporated by reference into these Terms, are the entire and exclusive understanding and agreement between you and basics regarding your use of the Service. You may not assign or transfer these Terms or your rights under these Terms, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign these Terms and all rights granted under these Terms, including with respect to your User Content, at any time without notice or consent. The failure to require performance of any provision will not affect our right to require performance at any other time after that, nor will a waiver by us of any breach or default of these Terms, or any provision of these Terms, be a waiver of any subsequent breach or default or a waiver of the provision itself. Use of Section headers in these Terms is for convenience only and will not have any impact on the interpretation of any provision. Throughout these Terms the use of the word “including” means “including but not limited to.” If any part of these Terms is held to be invalid or unenforceable, then the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect.
- 20.2 Governing Law. These Terms are governed by the laws of the State of Minnesota without regard to conflict of law principles. You and basics submit to the personal and exclusive jurisdiction of the state courts and federal courts located within Hennepin County, Minnesota for resolution of any lawsuit or court proceeding permitted under these Terms. We operate the Service from our offices in Minnesota, and we make no representation that Materials included in the Service are appropriate or available for use in other locations.
- 20.3 Privacy Policy. Please read the basics Privacy Policy available at <https://callback.is/legal/privacy> carefully for information relating to our collection, use, storage, disclosure of your personal information. The basics Privacy Policy is incorporated by this reference into, and made a part of, these Terms.

- 20.4 Additional Terms. Your use of the Service is subject to all additional terms, policies, rules, or guidelines applicable to the Service or certain features of the Service that we may post on or link to from the Service (the “**Additional Terms**”). All Additional Terms are incorporated by this reference into, and made a part of, these Terms.
- 20.5 Consent to Electronic Communications. By using the Service, you consent to receiving certain electronic communications from us as further described in our Privacy Policy. Please read our Privacy Policy to learn more about our electronic communications practices. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing.
- 20.6 Contact Information. The Service is offered by basics. Inc., located at:
- basics. Inc.
150-0021
Tokyo-to, Shibuya City, Ebisunishi
1-chōme-33-6
noie 220
Japan
- You may contact us by sending correspondence to that address or by emailing us at hello@callback.is.
- 20.7 Notice to California Residents. If you are a California resident, under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at: 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834 or by telephone at (800) 952-5210 in order to resolve a complaint regarding the Service or to receive further information regarding use of the Service.
- 20.8 No Support. We are under no obligation to provide support for the Service. In instances where we may offer support, the support will be subject to published policies.
- 20.9 International Use. The Service is intended for visitors located within the United States. We make no representation that the Service is appropriate or available for use outside of the United States. Access to the Service from countries or territories or by individuals where such access is illegal is prohibited.
- 20.10 Sanction Compliance. You represent and warrant that you are not located in a country or territory that is subject to comprehensive sanctions (including, Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk People's Republic (DNR), and Luhansk People's Republic (LNR) regions of

Ukraine), or subject to any economic, trade, or financial sanctions or other trade restrictions administered or enforced by the United Nations (“**UN**”), the European Union (“**EU**”), the United States of America (“**U.S.**”), or any other governmental entity with jurisdiction over you, including, without limitation, the EU Consolidated list of persons, groups and entities subject to EU financial sanctions, and the U.S. Department of the Treasury’s Office of Foreign Assets Control (“**OFAC**”) list of Specially Designated Nationals and Blocked Persons. You may not use the Service to transact with any person who is subject to economic, trade, or financial sanctions or other trade restrictions or located in a country or territory that is subject to comprehensive sanctions administered or enforced by the UN, the EU, the U.S., or any other governmental entity with jurisdiction over you.

- 21. Notice Regarding Apple.** This Section 21 only applies to the extent you are using our mobile application on an iOS device. You acknowledge that these Terms are between you and basics only, not with Apple Inc. (“**Apple**”), and Apple is not responsible for the Service or the content of it. Apple has no obligation to furnish any maintenance and support services with respect to the Service. If the Service fails to conform to any applicable warranty, you may notify Apple, and Apple will refund any applicable purchase price for the mobile application to you. To the maximum extent permitted by applicable law, Apple has no other warranty obligation with respect to the Service. Apple is not responsible for addressing any claims by you or any third party relating to the Service or your possession and/or use of the Service, including: (1) product liability claims; (2) any claim that the Service fails to conform to any applicable legal or regulatory requirement; or (3) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement, and discharge of any third-party claim that the Service and/or your possession and use of the Service infringe a third party’s intellectual property rights. You agree to comply with any applicable third-party terms when using the Service. Apple and Apple’s subsidiaries are third-party beneficiaries of these Terms, and upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary of these Terms. You hereby represent and warrant that: (a) you are not located in a country that is subject to a U.S. Government embargo or that has been designated by the U.S. Government as a “terrorist supporting” country; and (b) you are not listed on any U.S. Government list of prohibited or restricted parties.