



TERMS AND CONDITIONS

Terms of Service, Privacy Policy and Contest Rules

Welcome to Bearn. These terms and conditions relate to your rights and our rights relating to the use of the Bearn App. Reviews to terms to learn how to Bearn before you Bearn to Earn.

A. TERMS OF SERVICE

The Bearn App is a mobile application and its use and related services (Services) are provided by Bearn LLC, having an address at 800 King Farm Blvd STE 500, Rockville, MD 20850 and are subject to the Privacy Policy and the Contest Rules provided herein. You agree to comply with these Terms and any supplemental terms and rules which Bearn makes available to you on the App, which shall form part of the Terms. BY ACCESSING, USING OR UPLOADING OR DOWNLOADING ANY INFORMATION OR MATERIALS TO OR FROM THE SERVICES, OR BY INDICATING YOUR ASSENT TO THESE TERMS BY CREATING AN ACCOUNT, CLICKING "SIGN UP" OR ANY SIMILAR MECHANISM, YOU ARE AGREEING TO THE THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT ACCESS OR USE THE SERVICES.

Please understand that Bearn cannot provide the services described here without collecting, processing and storing data about you, and other subscribers, including calories burned, health information, personal information, spending activity and location data ("Data"). Collecting and processing Data that you share with Bearn is essential to the Services which we provide.

These Terms contain provisions that govern how disputes between you and Bearn are resolved, including an agreement to arbitrate, which require you to participate in binding and final arbitration and to limit your claims against Bearn on an individual basis.

Registration and Creation of Bearn Accounts

The Services are intended solely for persons who are 13 years old or such higher age required in your state to use the Services. If you are under the legal age to form a binding contract in your jurisdiction, you represent that your parent or legal guardian has reviewed and agreed to these Terms on your behalf.

To use the Bearn Services, you must register. You agree to: (a) provide true, accurate, current and complete information about yourself (“User Data”) and (b) maintain and promptly update your User Data. You agree that Bearn may use your Data to provide Services that you access or use and as otherwise set forth in these Terms. If you provide any User Data that is inaccurate, or Bearn has reasonable grounds to suspect that such User Data is inaccurate, Bearn has the right to suspend or terminate your account and refuse current or future use of the Services.

You will be required to create a password when you register for an account. You are responsible for maintaining the confidentiality of your account password and restricting access to your password and your mobile device while logged into the Services. You cannot allow others to use your Bearn App and you agree to accept responsibility for all activities that occur under your account and your mobile device. We will use reasonable security measures to protect against unauthorized access to your account but cannot guarantee absolute security of your account, including your Data which may include personal information. We cannot guarantee that our security measures will prevent all third-party “hackers” from illegally accessing the Services or its contents. You agree to immediately notify Bearn of any unauthorized use of your account or password, or any other breach of security, and confirm that you understand all risks of unauthorized access to Data and any other information or content you provide to Bearn.

Bearn may allow you to register for or log-in to your account via a third-party network, such as Facebook or Google. If you do so, you hereby authorize Bearn to pre-populate the registration and other relevant information fields of your account and/or to use such third-party credentials to log you into your account. If you connect your account to a third-party network, you agree to comply with the terms of service and policies applicable to such third parties.

Your Bearn Account

Your Bearn Account is segmented into two components, a BEARN CASH Account into which cash rewards may be deposited from awards and other Bearn activities and into which you can deposit cash to be used to enter challenges. You will be able to transfer cash into and out of your BEARN CASH account to your bank account. Your Bearn Account will also track BEARN REWARDS that you earn from Bearn Activities challenges and contests and deposited by partners of sponsors. BEARN REWARDS can be used to redeem merchandise and services available through the App. In some circumstances BEARN REWARDS may be exchanged for cash.

Deposits and Payments

To make a deposit into your account for making a payment for a challenge you can designate and provide information about your preferred payment method (e.g., credit card, bank coordinates, online payment service). (the “Payment Method”). If you provide your payment information, you authorize us and certain

third-party service providers, payment card networks and payment processors to receive, store and encrypt your payment information. If your payment provider determines that there are fraudulent charges on your account resulting from use of your Payment Method at the Services, please contact us immediately support@bearncorp.com.

Entry Fees

In order to enter some Challenges, you may be required to pay an entry fee. The fee associated with each challenge will be provided along with other terms and conditions that govern the challenge.

Cancellation of Service

To cancel your Bearn App account, first transfer any Bearn Cash from your Bearn Account to your bank account or online payment processors. You may not cancel your account until the BEARN CASH account reflects a zero balance. Then you can go to your profile page and select delete account. When you cancel your Bearn Account, any Bearn Rewards will be lost. The cancellation of your account is immediate. You can delete your account at any time.

Content and Conduct

You own the information, User Data, text, software, sound, photographs, graphics, video, messages, posts, tags, other Data or other materials you make available in connection with the Services ("Content"), whether publicly posted, privately transmitted, or submitted through a third-party API (e.g. a photograph submitted via Instagram). You grant us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, publicly perform and display any Content and any name, username or likeness that you post on or in connection with the Services in all media formats and channels now known or later developed without compensation to you.

You are responsible for the Content that you upload, post, email, transmit or otherwise make available via the Services. Bearn does not routinely screen or monitor the Content posted to the App and, accordingly, does not guarantee the accuracy, integrity or quality of such Content. Bearn may, in its sole discretion, screen, monitor, hide, refuse or remove any Content that it determines is objectionable, inappropriate or otherwise violates our Terms of Service. You understand that by using the Services, you could be exposed to Content that you find offensive, indecent or objectionable. Bearn will not be liable in any way for the publication of any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content made available on the Services. You agree to bear all risks associated with the use of any Content available in connection with the Services, including any reliance on the accuracy, completeness, or usefulness of such Content.

You also agree that Bearn is not responsible for, and does not endorse Content posted on the Services. If your Content violates these Terms, you may bear legal responsibility for that Content. As between you and Bearn any Content you post will be non-confidential and non-proprietary and we will not be liable for any use or disclosure of Content. You acknowledge and agree that your relationship with Bearn is not a confidential, fiduciary, or other type of special relationship. Your Content will not be subject to any obligation of confidence on the part of Bearn other than as set forth in our Privacy Policy and your privacy controls, and Bearn will not be liable for any use or disclosure of any Content you provide.

The Services may provide you with the ability to mark certain Content that you submit to the Services as private, public, or available only to select users of the Services. Bearn will maintain the privacy of such Content in accordance with your elections. However, if you do not elect to mark your Content as private or available for a limited group, or later change such designation to allow such Content to be made available to anyone, the Content may be made public. If you seek further information relating to access and control of content, see our Privacy Policy.

You give us permission to use your profile name, profile photo, and information about your activities and actions you have taken, including your use of third-party products, services, or devices, in ads, offers and other commercial contexts on the Bearn service without compensation to you. For example, we may show your Bearn followers that you use a certain device, product, or service available from a brand that has paid us to display its ads on Bearn.

Expected Conduct

The Bearn Services are for your personal and noncommercial use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer or sell -- for any commercial purposes -- any portion of the Services, use of the Services or access to Content. In particular, you may not use the Services to engage in any of the following Prohibited Activities:

1. Copying, framing or mirroring any part of the Services;
2. Monitor the services to assess its availability, performance or functionality;
3. Using, copying, modifying, creating a derivative work of, reverse engineering, decompiling or otherwise attempting to extract the source code of the software used to provide the Services or any part thereof;
4. Publishing, transmitting, distributing or storing content, material, information or data that: (a) is illegal, obscene, defamatory, threatening, harassing, abusive, or hateful or that advocates violence; (b) is harmful to or interferes with the Services or any third party's networks, equipment, applications, services or websites (e.g., viruses, worms, Trojan horses, etc.); (c) infringes, misappropriates or

otherwise violates any privacy, intellectual property, or publicity rights such as copyrights, patents, trademarks, trade secrets or other proprietary information (including unauthorized use of domain names); or (d) is fraudulent or contains false, deceptive or misleading statements, claims or representations;

5. Attempting to disrupt, degrade, impair or violate the integrity or security of the Services or the computers, services, Accounts or networks of any other party (including, without limitation, “hacking,” “denial of service” attacks, etc.), including any activity that typically precedes attempts to breach security such as scanning, probing or other testing or vulnerability assessment activity, or engaging in or permitting any network or hosting activity that results in the blacklisting or other blockage of Bearn internet protocol space;

6. Committing any act that may be harmful to minors;

7. Distributing, or disclosing any part of the Services in any medium, including without limitation by “scraping” the App.

8. Taking any action that imposes, or may impose, at our sole discretion, an unreasonable or disproportionately large load on our infrastructure;

9. Collecting or harvesting any information relating to an identified or identifiable individual, including account names and information about users of the Services, from the Services;

10. Using the Services for any inappropriate commercial solicitation purposes;

11. Submitting to the Services or to Bearn any personally identifiable information, except as necessary for the establishment and operation of your account;

12. Submitting or publishing to the Services or to Bearn any information that may be protected from disclosure by applicable law;

13. Bypassing the measures we may use to prevent or restrict access to the Services, including, without limitation, features that prevent or restrict use or copying of any content or enforce limitations on use of the Services or the content therein;

14. Violating any applicable law, statute, ordinance or regulation, or encouraging any conduct that could constitute a criminal offense or give rise to civil liability; or

15. Removing any copyright, trademark notices contained in or on the Services.

You are granted a limited, non-exclusive right to create a text hyperlink to the Services for non-commercial use only, provided such link does not portray Bearn or any of its products or services in a false, misleading, derogatory or otherwise

defamatory manner, and provided further that the linking site does not contain any pornographic, illegal, offensive, harassing or otherwise objectionable material. You are further granted a right to implement any RSS feeds located on the Services for your personal, non-commercial use, solely as described on the Services. We reserve the right to revoke these licenses generally, or your right to use specific links or RSS feeds, at any time, with or without cause.

You understand that use of certain features of the Services may require you to purchase third party equipment or materials (e.g., GPS systems). While Bearn may recommend the equipment or materials of certain third-party suppliers, Bearn shall have no responsibility for your acquisition or use of any third-party equipment or materials and does not guarantee that third party equipment or materials will function with the Services or will be error-free.

You understand that you are responsible for any charges associated with sending communications via your device. You hereby acknowledge that you have the right to communicate with your contacts via the Services.

You represent and warrant that: (i) you are authorized to create your account, whether individually or on behalf of an organization; (ii) you own the Content posted by you on or through the Services or otherwise have the right to grant the rights and licenses set forth in these Terms; (iii) the posting and use of your Content on or through the Services does not and will not violate, misappropriate or infringe on the rights of any third party, including, without limitation, privacy and data protection rights, publicity rights, copyrights, trademark and/or other intellectual property rights; and (iv) you agree to pay for all royalties, fees, and any other monies owed by reason of Content you post on or through the Services.

Interactions with Users

The Services function as a venue to connect Users in a virtual information place. As a neutral facilitator, Bearn is not directly involved in the actual interactions between Users using the Services. As a result, Bearn has no control over the truth, accuracy, quality, legality, or safety of postings made by Users using the Services. Bearn shall have no responsibility to confirm the identity of users. Bearn shall also have no responsibility to confirm or verify the qualifications, background, or abilities of Users using the Services. You shall at all time exercise common sense and good judgment when dealing with any Users using the Services.

If you elect to use our features to inform your contacts about the Services, track your activities via Bearn, or share your information with others, Bearn may require you to provide contact information. Bearn may contact that friend via a one-time email or text message. You represent that you are authorized to provide any third-party contact information that you provide to Bearn, that you are authorized to use such information to contact (including for Bearn to contact on your behalf) the third party and that Bearn may process it pursuant to the Privacy Policy.

Third Party Products and Services

Third party products and services made available on the Services, or which are provided as rewards are made and offered directly by the applicable third party. When you are awarded or purchase any such product or service, you acknowledge that you are contracting directly with such third party and not with Bearn. Likewise, your interaction with, or participation in promotions of, third parties found on or through the Services, including payment and delivery of goods or services, and any other terms, are solely between you and such third party. You are not obligated to use or transact business with any third party that appears on the Services. YOU AGREE THAT BEARN SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGES OF ANY KIND INCURRED BY YOU AS THE RESULT OF ANY OF YOUR DEALINGS WITH THIRD PARTY SERVICE PROVIDERS OR ADVERTISERS AVAILABLE THROUGH THE SERVICES.

Bearn or third parties may provide links to other internet sites or resources through the Services. Bearn does not endorse and is not responsible or liable for any content, information, advertising, products or other materials on or available from such sites or resources. You acknowledge and agree that Bearn is not responsible for the availability of such external sites or resources.

Electronic Communications

The Services may provide you with the ability to send or post messages to forums or chat rooms, speak via internet voice connections or send similar messages and communications to third party service providers, advertisers, your personal contacts, other Users and/or Bearn. You agree to use communication methods available on the Services only to send communications and materials related to the subject matter for which Bearn provided the communication method, and you further agree that all such communications by you shall be deemed your Content and shall be subject to and governed by the Terms and applicable law (including laws regulating direct marketing communications with which you will need to comply with, as applicable). By using communications methods available on the Services, you agree that (a) all communications methods constitute public, and not private, means of communication between you and the other party or parties, (b) communications sent to or received from third party service providers, advertisers or other third parties are not be endorsed, sponsored or approved by Bearn (unless expressly stated otherwise by Bearn) and (c) communications are not routinely pre-reviewed, post-reviewed, screened, archived or otherwise monitored by Bearn in any manner, though Bearn reserves the right to do so at any time at its sole discretion. You agree that all notices, disclosures and other communications that we provide to you electronically shall satisfy any legal requirement that such communications be in writing.

Proprietary Rights

You acknowledge and agree that the Services, any necessary software used in connection with the Services (if any), any aggregated data based on Content on

the Services, and any Content available or made available on the Services contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Except as expressly permitted by applicable law or authorized by Bearn or applicable third-party service providers or advertisers, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Services, the software or Content available on the Services (other than Content that you may submit), in whole or in part.

Bearn grants you a personal, revocable, non-transferable, non-sublicensable and non-exclusive right and license to access and use the Services; provided that you do not copy, modify, create a derivative work from, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Services, except where permitted by law. You agree not to access the Services by any means other than through the interfaces that are provided by Bearn.

The term BEARN, the Bearn logo and other Bearn logos, slogans, products and service names are the exclusive trademarks of, and are owned by, Bearn, Inc., and you may not use or display such trademarks in any manner without Bearn's prior written permission. Any third-party trademarks or service marks displayed on the Services are the property of their respective owners.

Bearn reserves all rights not expressly granted hereunder.

Claims of Infringement

The Digital Millennium Copyright Act (the "DMCA") provides recourse for copyright owners who believe that material appearing on the internet infringes their rights under U.S. copyright law. Bearn will also review claims of trademark infringement that arise from posted content on the App. If you believe in good faith that materials hosted by Bearn infringe your copyright or trademark rights, you (or your agent) may send us a notice requesting that the material be removed, or access to it blocked. The notice must include the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the copyrighted work or trademark claimed to have been infringed; (c) identification of the material that is claimed to be infringing or the subject of infringing activity, and information reasonably sufficient to allow Bearn to locate the material on the Services; (d) your contact information including your name, address, telephone number, and e-mail address; (e) a statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright or trademark owner, its agent, or the law; and (f) a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. Please be advised that Bearn will not respond to complaints that do not meet these requirements. If Bearn determines that the materials alleged to infringe your copyright or trademark rights do not require removal, Bearn will remove those materials only pursuant to a court order declaring the content or use of the materials unlawful.

If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice. Counter-notices must include the following information: (a) your name, address, and telephone number; (b) the source of the content that was removed; (c) a statement under penalty of perjury that you have a good-faith belief that the content was removed in error; (d) a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which your address is located; or, if your address is outside of the United States, for any judicial district in which Bearn may be found, and that you will accept service of process from the person who provided the original complaint; and (e) a physical or electronic signature (for example, typing your full name).

Notices and counter-notices with respect to the Services must meet the current statutory requirements imposed by the DMCA (see <https://copyright.gov/title17/92appb.html>) and should be sent to the agent identified below. We suggest that you consult your legal advisor before filing a notice or counter-notice. Also, be aware that there may be penalties for false claims under the DMCA. Bearn Copyright Agent

Attention Bearn Legal
P.O. Box 1810
Wheaton, MD 20902
Support@Bearncorp.com

Your Feedback

If you have any questions, comments, feedback, suggestions regarding our Services (“Feedback”) you can reach us at support@Bearncorp.com. If you provide Feedback, you hereby grant to Bearn a worldwide, non-exclusive, transferable, assignable, sub-licensable, perpetual, irrevocable, royalty-free license to copy, distribute, create derivative works of, publicly display and perform and otherwise exploit such Feedback and to use, make, have made, sell, offer for sale, import and export products and services based on such Feedback. For this reason, we ask that you not send Bearn any Feedback that you do not wish to license to us as set forth above.

Disclaimer of Warranties and Liability

THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND CONTENT AVAILABLE THROUGH THE SERVICES ARE PROVIDED TO YOU “AS IS” AND WITHOUT WARRANTY. BEARN AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS HEREBY DISCLAIM ALL WARRANTIES WITH REGARD TO SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND CONTENT, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. BEARN AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO WARRANTY THAT: (a) THE SERVICE WILL MEET YOUR

REQUIREMENTS; (b) YOUR CONTENT WILL BE AVAILABLE OR THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (c) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE; (d) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS; AND (e) ANY ERRORS IN THE SERVICES WILL BE CORRECTED.

YOU EXPRESSLY AGREE THAT BEARN IS NOT PROVIDING MEDICAL ADVICE VIA THE SERVICES. THE CONTENT PROVIDED THROUGH THE SERVICES, INCLUDING ALL TEXT, PHOTOGRAPHS, IMAGES, ILLUSTRATIONS, GRAPHICS, AUDIO, VIDEO AND AUDIO-VIDEO CLIPS, AND OTHER MATERIALS, WHETHER PROVIDED BY US OR BY OTHER ACCOUNT HOLDERS OR THIRD PARTIES IS NOT INTENDED TO BE AND SHOULD NOT BE USED IN PLACE OF (a) THE ADVICE OF YOUR PHYSICIAN OR OTHER MEDICAL PROFESSIONALS, (b) A VISIT, CALL OR CONSULTATION WITH YOUR PHYSICIAN OR OTHER MEDICAL PROFESSIONALS, OR (c) INFORMATION CONTAINED ON OR IN ANY PRODUCT PACKAGING OR LABEL. SHOULD YOU HAVE ANY HEALTH-RELATED QUESTIONS, PLEASE CALL OR SEE YOUR PHYSICIAN OR OTHER HEALTHCARE PROVIDER PROMPTLY. SHOULD YOU HAVE AN EMERGENCY, CALL YOUR PHYSICIAN OR 911 IMMEDIATELY. YOU SHOULD NEVER DISREGARD MEDICAL ADVICE OR DELAY IN SEEKING MEDICAL ADVICE BECAUSE OF ANY CONTENT PRESENTED ON THE SERVICES, AND YOU SHOULD NOT USE THE SERVICES OR ANY CONTENT ON THE SERVICES FOR DIAGNOSING OR TREATING A HEALTH PROBLEM. THE TRANSMISSION AND RECEIPT OF OUR CONTENT, IN WHOLE OR IN PART, OR COMMUNICATION VIA THE INTERNET, E-MAIL OR OTHER MEANS DOES NOT CONSTITUTE OR CREATE A DOCTOR-PATIENT, THERAPIST-PATIENT OR OTHER HEALTHCARE PROFESSIONAL RELATIONSHIP BETWEEN YOU AND BEARN.

YOU EXPRESSLY AGREE THAT YOUR EXERCISE ACTIVITIES (INCLUDING, BUT NOT LIMITED TO, CYCLING, RUNNING, SWIMMING, TRAINING PLAN OFFERED ON THE SERVICES) CARRY CERTAIN INHERENT AND SIGNIFICANT RISKS OF PROPERTY DAMAGE, BODILY INJURY OR DEATH AND THAT YOU VOLUNTARILY ASSUME ALL KNOWN AND UNKNOWN RISKS ASSOCIATED WITH THESE ACTIVITIES EVEN IF CAUSED IN WHOLE OR PART BY THE ACTION, INACTION OR NEGLIGENCE OF BEARN OR BY THE ACTION, INACTION OR NEGLIGENCE OF OTHERS.

YOU EXPRESSLY AGREE THAT BEARN DOES NOT ASSUME RESPONSIBILITY FOR THE INSPECTION, SUPERVISION, PREPARATION, OR CONDUCT OF ANY RACE, CONTEST, CHALLENGE, OR GROUP ACTIVITY THAT UTILIZES THE SERVICES, INCLUDING ANY THAT ARE ORGANIZED BY A BEARN PARTNER OR SPONSOR.

YOU EXPRESSLY AGREE TO RELEASE BEARN, ITS SUBSIDIARIES, AFFILIATES, OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, PARTNERS AND LICENSORS (THE "RELEASED PARTIES") FROM ANY AND ALL LIABILITY IN CONNECTION WITH YOUR ATHLETIC ACTIVITIES AND/OR USE OF THE BEARN WEBSITES, MOBILE APPLICATIONS, CONTENT, SERVICES OR PRODUCTS (INCLUDING, WITHOUT LIMITATION, ANY BEARN TRAINING PLAN), AND PROMISE NOT TO SUE THE RELEASED PARTIES FOR ANY CLAIMS, ACTIONS, INJURIES, DAMAGES, OR LOSSES ASSOCIATED WITH SUCH USE. YOU ALSO AGREE THAT IN NO EVENT SHALL THE

RELEASED PARTIES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH (a) YOUR USE OR MISUSE OF THE SERVICES, (b) YOUR USE OR MISUSE OF EQUIPMENT OR PROGRAMS CREATED OR LICENSED BY BEARN (INCLUDING, WITHOUT LIMITATION, ANY BEARN CHALLENGE OR CONTEST) WHILE ENGAGED IN ATHLETIC ACTIVITIES, (c) YOUR DEALINGS WITH THIRD-PARTY SERVICE PROVIDERS OR ADVERTISERS AVAILABLE THROUGH THE SERVICES, (d) ANY DELAY OR INABILITY TO USE THE SERVICES EXPERIENCED BY YOU, OR (e) ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES OR CONTENT OBTAINED THROUGH THE SERVICES, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF BEARN HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW SOME OR ALL OF THE EXCLUSIONS OR LIMITATIONS OF LIABILITY ABOVE, SUCH AS EXCLUSIONS FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. IN ENTERING INTO THIS RELEASE, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND, AND HEREBY EXPRESSLY WAIVE THE BENEFITS OF, SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, (AND ANY SIMILAR LAW OF ANY STATE, COUNTRY OR TERRITORY), WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

BEARN DOES NOT ENDORSE YOUR CONTENT OR ANY OTHER USER'S CONTENT AND SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY OR LIABILITY TO ANY PERSON OR ENTITY FOR ANY LOSS, DAMAGE (WHETHER ACTUAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR OTHERWISE), INJURY, CLAIM, LIABILITY OR OTHER CAUSE OF ANY KIND OR CHARACTER BASED UPON OR RESULTING FROM ANY CONTENT ON THE SERVICES.

THE COMPANY'S MAXIMUM AGGREGATE LIABILITY TO YOU PURSUANT TO THESE TERMS SHALL NOT EXCEED THE GREATER OF EITHER (a) FIFTY DOLLARS (\$50) OR (b) THE AMOUNT OF FEES PAID BY YOU TO BEARN IN THE 12-MONTHS PRIOR TO DATE THE CLAIM.

Indemnity

You agree to indemnify and hold Bearn and its subsidiaries, affiliates, officers, agents, representatives, employees, partners and licensors harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post, transmit or otherwise seek to make available through the Services, your use of the Services, your athletic activities which generate the Content you post or seek to post on the Services (including, but not limited to, athletic activities in connection with any contests, races, group rides, or other events which Bearn sponsors, organizes, participates in, or whose Services are used in connection with), your connection to the Services, your violation of the Terms, your violation of any data protection or privacy laws, or your violation of any rights of

another person or entity. Your rights with respect to Bearn are not modified by the foregoing indemnification if the laws of your country of residence, applicable as a result of your use of our Services, do not permit it.

Notice for California Users

Under California Civil Code Section 1789.3, California Users are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 N. Market Blvd., Suite N 112, Sacramento, California 95834, or by telephone at (800) 952-5210.

Dispute Resolution

The parties shall use their best efforts to settle any dispute, claim, question, or disagreement directly through good-faith negotiations, which shall be a precondition to either party initiating a lawsuit or arbitration. Except for disputes relating to the Bearn's intellectual property (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents) or if you opt out of this agreement to arbitrate, all claims arising out of or relating to this Agreement and your use of the Services shall be finally settled by binding arbitration administered by JAMS in accordance with its provisions and procedures for consumer-related disputes, excluding any rules or procedures governing or permitting class actions. The arbitrator, and not any court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to this Agreement, including, but not limited to, any claim that all or any part of this Agreement is void or voidable. The arbitrator shall be empowered to grant whatever relief would be available in a court; provided, however, that the arbitrator will not have authority to award damages, remedies, or awards that conflict with this Agreement. The arbitrator's award shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. To the extent the filing fee for the arbitration exceeds the cost of filing a lawsuit, Bearn will pay the additional cost. You and Bearn hereby expressly waive trial by jury. You also agree not to participate in claims brought in a private attorney general or representative capacity, or consolidated claims involving another person's account, if Bearn is a party to the proceeding. This dispute resolution provision will be governed by the Federal Arbitration Act.

The parties understand that, absent this mandatory provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and that the right to discovery may be more limited in arbitration than in court.

Class-Action Waiver

The parties further agree that any arbitration shall be conducted in their individual capacities only, and not as a class action or other representative action. If any court or arbitrator determines that the class-action waiver set forth in this section is void or unenforceable for any reason, or that an arbitration can proceed on a class

basis, then the arbitration provision set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

Thirty-Day Right to Opt Out

You have the right to opt out and not be bound by the arbitration- and class-action-waiver provisions set forth in this section by sending written notice of your decision to opt out to the following address: Bearn, Inc., Attn: Bearn Legal, P.O. Box 1810, Wheaton, MD 20902. The notice must be sent within 30 days of registering to use the Services; otherwise, you shall be bound to arbitrate disputes in accordance with these Terms. If you opt out of these arbitration provisions, Bearn also will not be bound by them. In addition, if you elect to opt out of these arbitration provisions, Bearn may terminate your use of the Services.

Choice of Law and Forum and Limitations

Any action related to the Terms, Content, the Services, and your relationship with the Bearn shall be governed by, and construed and interpreted in accordance with, the laws of the State of Maryland without regard to its conflict of laws principles AND WILL SPECIFICALLY NOT BE GOVERNED BY THE UNITED NATIONS CONVENTIONS ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS, IF OTHERWISE APPLICABLE. Subject to the Section entitled "Dispute Resolution", the parties irrevocably consent to bring any action to enforce this Agreement in the federal or state courts in Montgomery County, Maryland and you consent to the exclusive jurisdiction of the federal or state courts of Maryland. If any party hereto brings any suit or action against another for relief, declaratory or otherwise, arising out of these Terms, the prevailing party will have and recover against the other party, in addition to all court costs and disbursements, such sum as the court may adjudge to be reasonable attorneys' fees. Except to the extent prohibited by applicable law, the parties agree that any claim or cause of action arising out of or related to use of the Services or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

United States Operation

These Services are controlled by Bearn from its offices within the United States of America. Bearn makes no representation that the Content or the Services are appropriate or available for use in other locations. Access to or use of the Content or the Services from territories where such access or use is illegal is prohibited. Those who choose to access the Services from locations outside of the United States do so on their own initiative and are responsible for compliance with applicable local laws. You may not use or export the Content in violation of U.S. export laws and regulations.

Termination by Bearn

You agree that Bearn may, under certain serious circumstances and without prior notice, immediately suspend or terminate your account and/or access to the Services. Cause for such suspension or termination shall include, but not be limited to,

(a) breaches or violations of the Terms or other incorporated agreements, policies or guidelines, (b) requests by law enforcement or other government agencies, (c) a request by you (self-initiated account deletions), (d) discontinuance or material modification to the Services (or any portion thereof), (e) unexpected technical or security issues or problems, (f) extended periods of inactivity, and/or (g) nonpayment of any fees owed by you in connection with the Services. Termination of your account may include (x) removal of access to all offerings within the Services, (y) deletion of your information, files and Content associated with your account, and (z) barring of further use of the Services. Further, you agree that all suspensions or terminations for cause shall be made in Bearn's sole discretion and that Bearn shall not be liable to you or any third party for any suspension or termination of your account or access to the Services. Upon termination, if you have any funds in your Bearn Cash account, Bearn will return such cash funds to you. The following Sections shall survive termination of your account and/or the Terms: Content and Conduct, Proprietary Rights, Your Feedback, Disclaimer of Warranties and Liability, Indemnity, Choice of Law and Forum, and General.

Miscellaneous

You agree that no joint venture, partnership, joint controllership, employment or agency relationship exists between you and Bearn as a result of the Terms or your use of the Services. The Terms constitute the entire agreement between you and Bearn with respect to your use of the Services. The failure of Bearn to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect. You may not assign, delegate or otherwise transfer your account or your obligations under these Terms without the prior written consent of Bearn. Bearn has the right, in its sole discretion, to transfer or assign all or any part of its rights under these Terms and will have the right to delegate or use third party contractors to fulfill its duties and obligations under these Terms and in connection with the Services. Bearn's notice to you via email, regular mail or notices, posts, or links on the Services shall constitute acceptable notice to you under the Terms. A printed version of the Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Section titles and headings in the Terms are for convenience only and have no legal or contractual effect. Any rights not expressly granted herein are reserved.

Modification of the Terms and Services

Certain provisions of the Terms may be supplemented or superseded by expressly designated legal notices or terms located on particular pages on the Services. Bearn reserves the right to update the Terms at any time and for any reason in its sole discretion. Bearn will notify you of any material changes to the Terms or to any service or other features of the Services. By continuing to access or use the

Services after we have provided you with notice of a modification, you are agreeing to be bound by the modified Terms. If the modified Terms are not acceptable to you, your only recourse is to cease using the Services.

Bearn and its third-party service providers may make improvements and/or changes in the Services, products, services, mobile applications, features, programs, and prices described at any time and for any reason in its sole discretion. The mobile application may download and install upgrades, updates and additional features in order to improve, enhance, and further develop the Services. Bearn reserves the right at any time to modify or discontinue, temporarily or permanently, the Services or any portion thereof with or without notice. You agree that Bearn shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Services.

Support and Questions

We will respond to any questions regarding the Services and these Terms of Service. You can contact us at support@Bearncorp.com.

B. PRIVACY AND USE OF DATA

Introduction

Bearn may collect Personal Information directly from you and automatically through our use of cookies and other data collection technologies on our App. We may also collect your Personal Information from third-party sources, such as social media platforms (if you interact with us through your social media account), references you list on applications, entries and forms, and third parties to whom you direct us to collect your Personal information. We will treat Personal Information collected from third-party sources in accordance with this Privacy Policy but we are not responsible or liable for the accuracy of the information provided by third parties or for the third-party policies or practices.

The categories of Personal Information that we collect from you depend on your interactions with us. For example, we may collect:

Direct Identifiers, such as your name, postal address, phone number, e-mail address, IP address, online identifiers, account names, associated passwords, social media profiles and other similar identifiers. We may collect this information to verify your identity and information, to communicate with you, to create your Bearn Account (“Account”) and to facilitate your use of our App.

- **Professional and Employment-Related Information**, such as your current and former employment, professional degrees and certifications, education background, information about references you list on your registration, certain some Direct Identifiers (in order to contact you), and other employment-related information.
- **Commercial Information**, such as products and services purchased from us through the use of our App. We may collect this information to conduct business analytics and improve our services to you.

- **Internet Activity Information**, such as your browsing history, search history, which pages you visit on our app, which browser you used to use the app. Please review the “Cookies and Other Technologies” section to learn more about our use of cookies and tracking technologies. We may collect this information to understand your use of the App and of your Account.
- **Profile Information**, such as information about your preferences and characteristics. We may collect this information in order to understand your preferences and tailor our services and communications to you.
- **Health and Fitness Information**: If you use our app, we collect information that is communicated through the app.

In addition to the purposes for collection described above, we also may collect each category of information for the purpose of performing services for you and maintaining our relationship with you, which include:

- Maintaining and servicing your Account, including managing your preferences.
- Taking steps to improve our services to you, including to run analytics, improve our artificial intelligence tools, assess the quality of our services, and for other related internal business purposes.
- Administering and improving our app, including measuring the effectiveness of the apps, diagnosing problems with our server, analyzing where traffic is coming from, and to identifying our app users.
- Communicating with you to personalize your experience with Bearn and improve our understanding of your needs, and to respond to inquiries you send to us.
- Sending you messages promoting our products and services.
- Complying with our legal, regulatory and risk management obligations, including establishing, exercising and/or defending legal claims.

BEARN, LLC Privacy Policy

Last Updated: May 1, 2021

This Privacy Policy ("**Privacy Policy**") describes how Bearn, LLC and its wholly owned subsidiaries (except as described below) (together, "**Bearn**" or "**we**" or "**us**" or "**our**") use and disclose the Personal Information we collect from or about you when you:

- Use the Bearn App or any other Apps, blogs or pages that link to this Privacy Policy (together, the "Bearn App" or "App");
- Communicate with us electronically, such as via email; and
- Interact with us offline, including in person, at an event or via phone.

Before submitting Personal Information to us or using the App, please review this Privacy Policy carefully.

Certain Bearn affiliates, sponsors and partners (Third Parties) may use different privacy

policies to provide notice to you about how your Personal Information is used and disclosed. To the extent that such Third Parties post or reference a different privacy policy, that different privacy policy, not this Privacy Policy, will apply to your Personal Information collected in the context of those services or by that affiliate, sponsor or partner.

How We Collect and Use Your Personal Information

"**Personal Information**" is information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with you or your household, such as your name, email address, IP address, telephone number, and broader categories of information such as your professional, educational or health information, commercial information and internet activity.

We may collect Personal Information directly from you and automatically through our use of data collection technologies on our apps. We may also collect your Personal Information from third-party sources, such as social media platforms (if you interact with us through your social media account), references you list on registrations and forms, and third parties to whom you direct us to collect your Personal information. We will treat Personal Information collected from third-party sources in accordance with this Privacy Policy but we are not responsible or liable for the accuracy of the information provided by third parties or for the third-party policies or practices.

The categories of Personal Information that we collect from you depend on your interactions with us. For example, we may collect:

- **Direct Identifiers**, such as your name, postal address, phone number, e-mail address, IP address, online identifiers, account names, associated passwords, social media profiles and other similar identifiers. We may collect this information to verify your identity and information, to communicate with you, to create your Bearn Account ("Account") and to facilitate your use of our App.
- **Professional and Employment-Related Information**, such as your current and former employment, professional degrees and certifications, education background, information about references you list on your application form, certain some Direct Identifiers (in order to contact you), and other employment-related information. We may collect this information to process and manage your profile when you submit an application to us.
- **Commercial Information**, such as products and services purchased from us through the use of our App. We may collect this information to conduct business analytics and improve our services to you.
- **Internet Activity Information**, such as your browsing history, search history, which pages you visit on the App, other pages you visit on the Internet, and which browser you used to view the App. Please review the "Cookies and Other Technologies" section to learn more about our use of cookies and tracking technologies. We may collect this information to understand your use of the App and of your Account.
- **Profile Information**, such as information about your preferences and characteristics. We may collect this information in order to understand your preferences and tailor our services and communications to you.

- **Health and Travel Information:** If you participate in our activities and challenges and other interactions with our application we collect information about these activities.

In addition to the purposes for collection described above, we also may collect each category of information for the purpose of performing services for you and maintaining our relationship with you, which include:

- Maintaining and servicing your Account, including managing your preferences.
- Taking steps to improve our services to you, including to run analytics, improve our artificial intelligence tools, assess the quality of our services, and for other related internal business purposes.
- Administering and improving our App, including measuring the effectiveness of the App, diagnosing problems with our server, analyzing where traffic is coming from, and identifying our users.
- Communicating with you to personalize your experience with the Bearn and improve our understanding of your needs, and to respond to inquiries you send to us.
- Sending you messages promoting our products and services.
- Protecting the health and safety of our personnel, clients, guests, and the general public.
- Complying with our legal, regulatory and risk management obligations, including establishing, exercising and/or defending legal claims.

How We Disclose Your Personal Information

We may share your Personal Information in the following circumstances:

- We may share your Personal Information with companies or individuals that we contract with in order to receive services (our “Service Providers”). These services may include, among other things, providing products or services to you on our behalf, creating or maintaining our databases, payment processing, researching and analyzing the people who request information from us, preparing distribution communications or responding to inquiries. We may also disclose to these Service Providers your health and travel-related information in order to protect the health and safety of our personnel, clients, guests, and the general public. Our policy is to inform our Service Providers not to use or disclose your Personal Information for any purpose other than for providing services to us.
- We may share your Personal Information with companies that we own or control, including health and travel-related information in order to protect the health and safety of our personnel, clients, guests, and the general public.
- We may share your Personal Information with companies or individuals outside of BEARN who may use your Personal Information for their own purposes (a “Third Party”).

For example:

- From time to time, we may be required to provide Personal Information to a Third Party in response to a court order, subpoena, government investigation, or as otherwise required by law or legal process.
- We may share your Personal Information with Third Parties, such as law enforcement agencies, other government agencies, or health authorities (i) when we, in good faith, believe you or others are acting unlawfully, (ii) when we believe it is necessary or appropriate to satisfy any law, regulation or other governmental

request, (iii) to operate our business and App properly, (iv) to protect or defend our rights or the rights or well-being of our users, even without a subpoena, warrant or court order, or (v) we believe disclosure is necessary to protect the health and safety of our personnel, clients, guests, and the general public.

- We may, as a result of a sale, merger, consolidation, change in control, transfer of assets, reorganization or liquidation of our company (a "Reorganization Event"), transfer or assign your Personal Information to parties involved in the Reorganization Event. You acknowledge that such transfers may occur and are permitted by and subject to this Privacy Policy.

Tracking Technologies

We may use technologies that sometimes track information about you on our App, to personalize your experience, to generate information about traffic and trends, and to verify your viewing and/or receipt of communications. We may also collect geolocation and app-checking code and may use it to assist with advertising network requirements, challenges and contests so that messages can be geofenced to appear only in certain regions.

Third Party Analytics

We may also use automated devices and applications, such as Google Analytics and Crazy Egg to evaluate usage of our Apps and to evaluate our App and services. We use these tools to help us improve the App, and enhance performance and user experiences. These tools identify the platforms used, viewing data, and other User properties such as gender, and frequency of use.

Marketing Opt-Out

If you would like to opt out of receiving promotional or marketing e-mail from us, you may use the "unsubscribe" mechanism included in each marketing message. You may let us know by sending us an email REMOVE in the subject line, and stating the e-mail address you wish to be removed from our mailing list. If you have a Bearn Account, you may be able to manage your subscriptions through your Account. However, your option not to receive promotional and marketing e-mail shall not preclude us from corresponding with you, by e-mail or otherwise, regarding your existing relationship with us. Your opt-out request will also not apply to correspondence that has already been initiated.

Your California Privacy Rights

California residents are entitled to the following privacy rights listed below.

- **The right to know.** You have the right to request to know (i) the specific pieces of Personal Information we have about you; (ii) the categories of Personal Information we have collected about you in the last 12 months; (iii) the categories of sources from which that Personal Information was collected; (iv) the categories of your Personal Information that we sold or disclosed in the last 12 months; (v) the categories of third parties to whom your Personal Information was sold or

disclosed in the last 12 months; and (vi) the purpose for collecting and selling your Personal Information. Generally:

- o Within the preceding 12 months, BEARN has collected the categories of Personal Information detailed in “How We Collect and Use Your Personal Information” above.
- o BEARN has disclosed the following categories of Personal Information for a business purpose in the preceding 12 months: Direct Identifiers; Commercial Information; Internet Activity Information; Professional and Employment-Related Information; Profile Information; and any other information disclosed in response to a court order, subpoena, government investigation, or as otherwise required by law or legal process.
- o We do not sell the Personal Information of minors under 13 without the consent from the minor’s parent or guardian. We do not sell the Personal Information of minors between 13 and 16 years old without the minor’s own consent.

A “sale” of Personal Information is defined broadly to include the “selling, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means” the Personal Information of a California consumer to another business or third party “for monetary or other valuable consideration.”

- **The right to deletion.** You have the right to request that we delete the Personal Information that we have collected and maintain about you. We may deny your request under certain circumstances, such as if we need to comply with our legal obligations or complete a transaction for which your Personal Information was collected. If we deny your request for deletion, we will let you know the reason why. Direct such requests to delete your information to support@bearncorp.com.
- **The right to opt out of the sale of your Personal Information.** You have the right to opt out of the sale of your Personal Information. If you wish to opt out of sales, you can submit your request by sending to us a notice to refrain from selling Personal Information to: Attention Legal, P.O. Box 1810, Wheaton, MD 20915. Please understand that you may be unable to use or access certain features of Bearn’s App or services if you chose to opt out.
- **The right to equal service.** If you choose to exercise any of these rights, BEARN will not discriminate against you in any way. However, if you exercise certain rights, understand that you may be unable to use or access certain features of the BEARN App or Services.

You may exercise your right to know and your right to deletion twice a year free of charge. To exercise your right to know or your right to deletion, contact us at: Attention Legal, P.O. Box 1810, Wheaton, MD 20902.

We will take steps to verify your identity before processing your request to know or request to delete. We will not fulfill your request unless you have provided sufficient information for us to reasonably verify you are the individual about whom we collected Personal Information. If you have an Account with us, we will use our existing Account authentication practices to verify your identity. If you do not have an Account with us, we may request additional information about you to verify your identity. We will only use the Personal Information provided in the

verification process to verify your identity or authority to make a request and to track and document request responses, unless you initially provided the information for another purpose.

Shine the Light: This Privacy Policy describes how we may share your information, including for marketing purposes. California residents are entitled to request and obtain from BEARN once per calendar year information about any of your Personal Information shared with third parties for their own direct marketing purposes, including the categories of information and the names and addresses of those businesses with which we have shared such information. To request this information and for any other questions about our privacy practices and compliance with California law, please contact us at support@bearncorp.com.

Information for Visitors from Outside of the United States

If you visit the App or provide us your Personal Information from outside the United States, your information will be transferred to, stored and processed in the United States and other countries where BEARN or its vendors operate in accordance with this Privacy Policy and applicable laws. Please note that data protection and consumer protection laws of the United States and such other countries may differ from the data protection or consumer protection laws in your country. By using the App or providing us with your Personal Information, you understand that your Personal Information will be collected from and processed in the United States and other countries where BEARN or its vendors operate, and acknowledge that your information may be subject to access by law enforcement and other government entities, including courts and tribunals, in accordance with laws applicable in those jurisdictions.

Security

We maintain one or more databases to store your Personal Information and may retain it as reasonably required to serve you, run our business, and comply with our legal obligations. We have implemented reasonable safeguards designed to protect your information from loss, misuse, alteration or destruction. We also take reasonable steps designed to ensure that third parties who work with us agree to protect the Personal Information.

Without limiting any other terms that apply to our App and this Privacy Policy, you understand that we cannot guarantee that your Personal Information will be private or secure. Except to the extent provided by law, we are not responsible or liable to you for any lack of privacy or security you may experience. You are fully responsible for taking precautions and providing security measures best suited for your situation and intended use of the App and our services. Please be careful whenever sending Personal Information to us via email. Email is not a secure means of transferring information.

Third Parties

Our App, services and materials may contain references or links to third-party websites and services. Except as described above regarding Service Providers, we do not control what information third parties track or collect. Any access to and use of such third-party apps or websites and services is not governed by this Privacy Policy but instead is governed by the privacy policies of those third parties. We are not responsible for the information practices of such third parties.

Children's Privacy

We do not knowingly collect any Personal Information from children under 13 without prior verifiable parental consent. If Bearn learns that a child under the age of 13 has submitted Personal Information without parental consent, we will take all reasonable measures to delete the information as soon as possible and to not use such information for any purpose, except where necessary to protect the safety of the child or others as required or allowed by law. If you believe a child under 13 has provided us with Personal Information, please contact us at support@bearncorp.com or the mailing address below.

Questions about Our Privacy Policy

If you have questions about this Privacy Policy, please contact us at support@bearncorp.com. You can also send us physical mail to: BEARN LLC, P.O. Box 1810, Wheaton, MD 20915.

Changes to Our Privacy Policy

We may occasionally update this Privacy Policy to reflect changes in our practices. When we post modifications to this Privacy Policy, we will revise the "Last Updated" date at the top of this web page. If the changes are material, we will endeavor to notify you in advance of such changes taking place. If you object to any modification, your sole recourse is to notify us that you do not agree and to stop using the App and providing us with your Personal Information.

We encourage you to periodically review this page for the latest information.

C. CONTEST AND CHALLENGE RULES AND TERMS

(Last Updated April 15, 2021)

IMPORTANT LEGAL NOTICE REGARDING TERMS OF USE OF BEARN

IMPORTANT! PLEASE CAREFULLY READ THESE CONTEST RULES AND TERMS OF USE BEFORE USING BEARN, AS THEY AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS.

USER AGREEMENT

Bearn owns and operates the mobile applications that links to these Terms and Conditions. We are pleased to offer you (the "user") access to our application and the ability to participate in our fitness challenges, contests and other services and promotions (collectively the "Services") that we provide from our mobile applications, subject to these Contest and Challenge Terms of Use (the "Challenge Terms of Use"), our privacy policy (the "Privacy Policy") and any special details of an applicable challenges, contests and promotions provided hereunder or separately and general Terms of Service (collectively the "Agreements").

CONSIDERATION

You agree to these Terms of Use by accessing or using the mobile applications, registering for Services offered on the mobile application or by accepting, uploading, submitting or downloading any information or content from or to the mobile applications. **IF YOU DO NOT AGREE TO BE BOUND BY ALL OF THESE TERMS OF USE, DO NOT USE THE MOBILE APPLICATIONS.** These Terms of Use constitute a legal agreement between you and BEARN

LLC and shall apply to your use of the mobile applications and the Services even after termination.

ELIGIBILITY

You must be at least eighteen (18) years of age to open an account, participate in challenges or contests, or win prizes offered by the mobile applications or the Services. In jurisdictions, territories, and locations where the minimum age for permissible use of the mobile applications is greater than eighteen (18) years old, you must meet the age requirement in your local jurisdiction or territory. You must be at least nineteen (19) years of age at time of account creation if you are a legal resident of Nebraska or Alabama. You agree to abide by all applicable laws in the jurisdiction where you are located while using the mobile applications. Legal residents of Canada are eligible to open an account and participate in challenges offered by the mobile application, except residents of Quebec, Canada who are ineligible to sign-up to Bearn.

CHALLENGE AND CONTEST ELIGIBILITY

In order to maintain fairness, professional bodybuilders, trainers or other professional athletes are also not eligible to participate in some challenges. No person who has earned more than \$5,000.00 (or equivalent in prizes) in a single year from any athletic event(s) and/or contest(s) and/or by offering athletic or weight loss training services of any kind (including via employment), for one or more of the last five years, may win a Contest or Challenge, including personal trainers, sports and athletic trainers, body builders, professional athletes and amateur athletes who meet the above-mentioned earnings threshold.

Contests and Challenges are available to residents (aged 18 years and up) of the United States only. If you are participating through an employer, you are generally allowed to participate regardless of your location in the world. Unless you are participating through your employer, you may not participate if you are a resident of North Korea, Iran, Syria, Iraq, Saudi Arabia, Burma, Yemen, Afghanistan, Libya and Sudan.

Participation while Pregnant.

If you become pregnant during a challenge or contest, you may be able to postpone the challenge until a future date. If you enter a challenge relating to weight loss or which involves a body scan while pregnant, you will be disqualified. Weight loss or changes to body scan caused by childbirth does not count.

Any weight loss challenges are suspended the minute you think you are pregnant. If you would like to suspend or end other challenges, you must notify us and you have 60 days after you notify us of your condition to supply proof of pregnancy. Once you confirm your pregnancy with documentation, we will refund any amounts paid.

No Refund policy

Once you have entered a challenge that involves an entry fee, there are no refunds and no exceptions except as documented by a medical doctor. If you think that you have a medical

condition that should excuse your participation, please email us at support@bearncorp.com if you think that your circumstances apply.

No Surgery

For weight loss contests, you may not have bariatric surgery during your challenge or within one year prior to your challenge start date. You may not have liposuction or any other surgery that causes your weight to decrease by more than 5 pounds, regardless of whether weight loss was the intended purpose of the surgery, during your challenge. If you have a medical condition that requires surgery, we may grant you a dispensation to continue your challenge at a later time or we may suspend your challenge or we may reduce your goal weight or we may cancel your challenge, with or without refund, depending upon the circumstances. Please contact us with any questions at support@bearncorp.com.

Acceptance Criteria

For many contests and challenges users must belong to a company or defined group to be able to participate and to access leaderboards specific to their company or group. Users must give all necessary read/write permissions to Bearn to pull in data from their respective health app in order to be active on leaderboards. Activity data must always be able to be validated (never self-reported). Users must actively press a “Start Challenge” button before the 24-hour window has expired for any activity to be counted.

One Account

You may establish only one account per person to participate in the Services offered on the mobile application. In the event Bearn discovers that you have opened more than one account per person, in addition to any other rights that Bearn may have, Bearn reserves the right to suspend or terminate any or all of your accounts and terminate, withhold or revoke the awarding of any awards and prizes.

You are responsible for maintaining the confidentiality of your login names and passwords and you accept responsibility for all activities, charges, and damages that occur under your account. It shall be a violation of these Terms of Use to allow any other person to use your account to participate in any Challenge, Contest or activity that provides an award for healthy activities including exercise and purchases. If you have reason to believe that someone is using your account without your permission, you should contact us immediately. We will not be responsible for any loss or damage resulting from your failure to notify us of unauthorized use. If we request registration information from you, you must provide us with accurate and complete information and must update the information when it changes.

“Authorized Account Holder” is defined as the natural person 18 years of age or older who is assigned a phone number and has an e-mail address assigned by an Internet access provider, on-line service provider, or other organization (e.g., business, education institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted e-mail address for registration on the mobile applications.

By inputting a payment method to participate in challenges, the Authorized Account Holder hereby affirms that the Authorized Account Holder is the lawful owner of the payment method account used to make any deposit(s) on the mobile application. It shall be a violation of these Terms of Use for any Authorized Account Holder to submit payment using any payment method that is not owned by the Authorized Account Holder.

If any deposit is charged back, any winnings generated from BEARN Contests or Challenges shall be invalidated, forfeited and deducted from your Account balance. In addition, the amount of the initial deposit will be invalidated, forfeited and deducted from the Account balance. BEARN reserves the right to close your account – without notice – shall a deposit be charged back.

Bearn or its partners may create Private Challenges and Private Contest for cash or other prizes and such Challenges and Contests may be open to only select groups of Authorized Account Holders. A “Private Challenge or Contest” is one that is not listed and predefined on the mobile applications for all users but is only for a select group of users.

Challenge Entry Procedure

Users will be able to visit the mobile applications and view the fitness challenges available for entry (the “Challenges”). Each Challenge that is not free to enter has an entry fee listed in US dollars in the information provide about the Challenge. When you select to participate in a Challenge that requires a fee and complete the entry process, the listed amount of US dollars will be debited from your BEARN CASH account. BEARN CASH accounts may be user funded and earnings from Individual Challenges that are user funded will be directed to the user’s BEARN CASH account. In addition, some Group or Company Challenges, when competing for a cash prize, will be deposited into your BEARN CASH account. Funds in your BEARN CASH account can be transferred to other bank accounts using participating electronic fund transfer partners (Zelle®, Venmo®, PayPal®).

Earnings from automatic or passive earnings are deposited in a user’s BEARN REWARDS accounts. Your ability to transfer from your BEARN REWARDS account depends on the terms and conditions of the deposit into your BEARN REWARDS.

The details of each Challenge will be stated when you sign-up to that challenge. Bearn will provide the number of prizes to be won and the amount of each prize at the start of the Challenge. Challenge start times will be stated when you join a Challenge. BEARN may provide a count-down timer in the leaderboard section of the mobile application for each Challenge.

A. GROUP CHALLENGES

A Group or Company Challenge that is set up by a sponsor, partner or administrator and may have terms and conditions that limit participation, including age, gender, location, and previous participation. For a Group Challenge the terms and conditions will be set forth on the Group Challenge creation page including any entry fees. Some Group Challenges may require entry fees. The actual dollar amount of each prize in a Group Challenge will be determined

before the contest starts. If a Group Challenge involves a fee and is cancelled, any deposit will be refunded.

B. FRIENDS INDIVIDUAL CHALLENGE

For a Friend Individual Challenge created or started by a user (a “Friends Individual Challenge”), the user who sets-up the Friends Challenge (the “Challenge Administrator”) will set forth the terms on the Friends Challenge creation page. The actual dollar amount of each prize in a Friends Individual Challenge will be determined by the entry fees paid. Any administrative fee will be identified in the terms and conditions for the challenge. If a challenge involves a fee and the challenge is not accepted any deposit will be refunded.

C. FRIENDS GROUP CHALLENGE

For a Friend Group Challenge created by a user (a “Friends Group Challenge”), the user who sets-up the Friends Challenge (the “Challenge Administrator”), may not have to pay a fee to BEARN for creating the Friends Group Challenge and for Friends Group Challenges that have more than 20 users, may receive other benefits. The actual dollar amount of each prize in a Friends Challenge will be determined on the start time of such Challenge and will depend on the entry fees paid and number of people that accept the challenge. The payout prizes will be estimated until the Friends Group Challenge begins. There may be a small administrative fee for a Friends Group Challenges which will be found on the creation page. If a predetermined number of persons do not accept the Friends Group Challenge, any deposits will be refunded.

D. LOCAL CHALLENGE

A local challenge may be set up by a user for people that live in a limited area, such as by Zip Code, state or be directed to a specific local course, trail, path or roadway section. For a Local Challenge created by a user, the terms and conditions may be created from a drop-down menu and the creator may be provided benefits, such as no entry fees, if a predetermined threshold of users sign up and participate in the challenge. . The actual dollar amount of each prize in a Local Challenge will be determined on the start time of such Challenge and will depend on the entry fees paid and number of people that accept the challenge. The payout prizes will be an estimate until the Local Challenge begins. There may be a small administrative fee for Local Challenge which will be found on the creation page. If a predetermined number of persons do not accept the Local Challenge, any deposits will be refunded.

Withdrawals and Transaction from your Bearn Cash account

Deposits made to your BEARN CASH account will appear on your bank statement as BEARN. Once a challenge has been accepted, no entry fee refunds will be issued. In the event of a dispute regarding the identity of the person submitting an entry, the entry will be deemed submitted by the person in whose name the account was registered.

Customers depositing funds using a credit card in some states may see a charge on their credit card statement labeled “international transaction fee” or similar description. Bearn

processing credit card payments for BEARN CASH accounts in certain states may operate outside the United States and may impose fees for international transactions.

If you are charged this international transaction fee to deposit funds into your BEARN CASH account, you may contact BEARN at support@bearncorp.com and request a full reimbursement of the international transaction fee. To process your reimbursement request, BEARN will need the following information: (i) original transaction date and amount deposited; (ii) the amount(s) of the fee(s) assessed on such deposited amount; (iii) date(s) such fee(s) was/were assessed; and (iv) a copy of your credit card statement showing such fee(s). BEARN reserves the right to request additional information to process your request. BEARN will review your submission and if BEARN determines that you have been charged the international transaction fee as a result of depositing funds into your BEARN account, BEARN will credit such amount back to your Account.

Payments

The listed Challenge fee is prior to any sales taxes that may be imposed by a state or federal authority. If sales taxes are eligible on a Challenge fee, we will add these taxes to the Challenge fee and deduct them from your BEARN CASH account.

Other Offers and Payment terms

BEARN may offer additional promotions and offers from time to time. Please read the details of those offers carefully, as any additional terms presented to you during the signup process will form part of the Terms and Conditions for such offers and promotions.

You authorize Bearn to pay any amounts described herein from your BEARN CASH account without requiring a signed receipt, and you agree that these Terms and Conditions shall be accepted as authorization to Bearn pay any amounts described herein, without requiring a signed receipt from you.

Conditions of Participation

By entering a Contest or Challenge, entrants agree to be bound by these Rules and the decisions of Bearn, which shall be final and binding in all respects. Bearn, at its sole discretion, may disqualify any entrant from a Challenge, refuse to award benefits or prizes and require the return of any prizes, if the entrant engages in conduct or otherwise utilizes any means Bearn deems to be improper, unfair or otherwise adverse to the operation of the Challenge or is in any way detrimental to other entrants. Conduct that would be deemed improper also includes, but is not limited to:

- Artificially increase their work out data including steps, calories burned, time worked out, distance travelled in a day (“Health Data”);
- Utilize multiple wearable devices at the same time in order to artificially increase Health Data;
- Utilize physical performance enhancing drugs;
- Manipulate the mobile data to artificially increase their Health Data;
- Manipulate a fitness tracker to artificially increase their Health Data

- Untruthfulness about your age, sex, or physical attributes or abilities in order to gain an advantage in a Challenge or Contest;
- Falsifying personal information required to enter a Challenge or Contest or claim a prize;
- Engaging in any type of financial fraud including unauthorized use of credit instruments to enter a Challenge or Contests or claim a prize;
- Colluding with any other individual(s) or engaging in any type of syndicate play;
- Any violation of Challenge rules or the Terms of Use;
- Using a single Account to participate in a Challenge on behalf of multiple entrants;
- Using automated means (including but not limited to scripts and third-party tools) to interact with the mobile application in any way (this includes, but is not limited to: creating a Challenge, entering a Challenge, withdrawing from a Challenge, take all spaces in a Challenge, etc.);
- Any type of bonus abuse, abuse of the refer-a-friend program, or abuse of any other offers or promotions that is not permitted by BEARN;
- Tampering with the administration of a Challenge or trying to in any way tamper with the computer programs or any security measure associated with a Challenge;
- Obtaining other entrants' information and spamming other entrants; or

Users further acknowledge that the forfeiture and/or return of any prize shall in no way prevent Bearn from pursuing criminal or civil proceedings in connection with such conduct.

By entering into a Challenge or Contest accepting any prize, entrants, including but not limited to the winner(s), agree to indemnify, release and to hold harmless Bearn, its parents, subsidiaries, affiliates and agents, as well as the officers, directors, employees, shareholders and representatives of any of the foregoing entities (collectively, the "Released Parties"), from any and all liability, claims or actions of any kind whatsoever, including but not limited to injuries, damages, or losses to persons and property which may be sustained in connection with participation in the Challenge, the receipt, ownership, use or misuse of any prize or while preparing for, participating in and/or travelling to or from any prize related activity, as well as any claims based on publicity rights, defamation, or invasion of privacy. Bearn may, in its sole and absolute discretion, require a BEARN CASH or BEARN REWARDS Account Holder to execute a separate release of claims similar to the one listed above in this paragraph as a condition of being awarded any prize or receiving any payout. BEARN may withhold any prizes and payouts if a user refuses to provide information to confirm their identity or as required to be obtained by a taxation authority such as a social security number.

Bearn is not responsible for: any incorrect, invalid or inaccurate entry information; human errors; technical malfunctions; failures, including public utility or telephone outages; omissions, interruptions, deletions or defects of any telephone system or network, computer online systems, data, computer equipment, servers, providers, or software (including, but not limited to software and operating systems that do not permit an entrant to participate in a Challenge), including WITHOUT LIMITATION ANY INJURY OR DAMAGE TO ANY ENTRANT'S or any other person's property, computer or video equipment relating to or resulting from participation in a Challenge; inability to access the mobile applications, or any web pages that are part of or related to the mobile applications; theft, tampering, destruction, or unauthorized access to, or

alteration of, entries and/or images of any kind; data that is processed late or incorrectly or is incomplete or lost due to telephone, postal issues, computer or electronic malfunction or traffic congestion on telephone lines or transmission systems, or the internet, or any service provider's facilities, or mobile application or for any other reason whatsoever; typographical, printing or other errors, or any combination thereof.

If for any reason a Challenge or Contest is not capable of running as originally planned, or if a Challenge computer application associated therewith (or any portion thereof) becomes corrupted or does not allow the proper carrying out of a Challenge in accordance with the Terms of Use or applicable Challenge rules, or if infection by a computer (or similar) virus, bug, tampering, unauthorized intervention, actions by entrants, fraud, technical failures, or any other causes of any kind, in the sole opinion of Bearn corrupts or affects the administration, security, fairness, integrity, or proper conduct of a Challenge, Bearn reserves the right, at its sole discretion, to disqualify any individual implicated in such action and/or to cancel, terminate, extend, modify or suspend the Challenge, and select the winner(s) from all participants in the Challenge. If such cancellation, termination, modification or suspension occurs, notification will be posted on the mobile applications.

ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE THE MOBILE APPLICATION OR UNDERMINE THE LEGITIMATE OPERATION OF ANY CHALLENGE IS A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, BEARN RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

All entries become the property of Bearn and will not be acknowledged or returned.

To be eligible to enter any Challenge or Contest and receive any prize, the Authorized Account Holder may be required to provide Bearn with additional documentation and/or information to verify the identity of the Authorized Account Holder, and to provide proof that all eligibility requirements are met. In the event of a dispute as to the identity or eligibility of an Authorized Account Holder, Bearn will, in its sole and absolute discretion, utilize certain information collected by Bearn to assist in verifying the identity and/or eligibility of such Authorized Account Holder.

Participation in each Challenge must be made only as specified in the Terms of Use. Failure to comply with these Terms of Use will result in disqualification and, if applicable, prize forfeiture.

Participation in each Challenge must abide by all laws and regulations and including traffic laws. Failure to comply with these Terms of Use will result in disqualification and, if applicable, prize forfeiture.

Where legal, both entrants and Challenge winners' consent to the use of their name, voice, and likeness/photograph in and in connection with the development, production, distribution and/or exploitation of any Challenge, including publication on subsequent mobile applications.

Bearn reserves the right to move entrants from the Challenges they have entered to substantially similar Challenges in certain situations determined by BEARN in its sole discretion.

Challenge Prizes

Prizes will only be awarded if a Challenge is run. Bearn reserves the right to cancel Challenges at any time. In the event of a cancellation, all entry fees will be refunded to the customer except as specifically provided in these Terms of Use. Guaranteed prizes are offered in connection with some of the Challenges offered by the mobile App.

OTHER LEGAL RESTRICTIONS

Challenges offered on the mobile application are usually challenges of physical skill and endurance. Other challenges offered may involve sleep patterns, good nutrition and other health related activities. Winners are determined by the objective criteria based on the physical activity level of each user, total calories burned, active calories burned, steps and/or distance traveled over time, weight change, and purchases. Bearn analyses fitness activity of each individual based on several metrics including calories burned, time spent exercising, consecutive days of exercise, steps per day and distance travelled. Bearn highly encourages users to utilize a supported wearable device such as an Apple Watch, Fitbit and Garmin that allows for the constant tracking of steps, calories, minutes being active, heart rate, and distance (a "Wearable"). Some challenges will require use of a Wearable device. Some contests and challenges may be implemented using a third-party mobile Apps such as Map My Run, Map my Ride, Relive, Strava, Zwift, Cyclemeter.

Challenge Statistics and Scoring

All 'live' statistics and other information provided through the Bearn mobile applications are offered for informational purposes. The scoring metric will be provided on the terms and conditions of the challenge, when the challenge is accepted and will be used to determine the winners of Challenges, all data displayed on the system may not be complete until the Challenge is over. Data displayed on the system can be inaccurate for several reasons including but not limited to loss of internet connection by a participant or failure to sync a wearable device. In this example, once internet connectivity is restored from a user their Data will be recalculated which may result in a dramatically different score. Bearn shall not be responsible or liable for any error or omissions in Data.

Challenge Results

Challenge results and prize calculations are based on the final Data of each user in a Challenge at the completion time of such Challenge. Once Challenge results are reviewed and finalized, prizes are awarded. You will not be permitted to dispute results and winners which is confirmed in the sole determination of Bearn.

Multiple Winners

Some contests or challenges may have multiple winners. In the event that there are multiple winners, Bearn may award multiple prizes or in some circumstances randomly select a single winner or group of winners of the CHALLENGE OR CONTEST from all eligible participants that competed a CHALLENGE or CONTEST and make awards.

Prizes

At the conclusion of each Challenge, prizes will be awarded within 5 business days except in circumstances where technical failure, inability of Bearn to verify compliance with the Terms and Condition of the CHALLENGE or CONTEST, or other reasons prevent such timely payout. Challenge prizes are listed in the Challenges of the Mobile Application. Winners will also be notified by electronic means of their winning. Prizes won are added to the winning participants account balance. In the event of a tie, prizes may be divided amongst the participants that have tied or a winner may be randomly selected in accordance with the terms and conditions of the challenge

Prize Payouts

Challenge prize payouts will be published with the creation of each new Challenge. Bearn reserves the right, in its sole discretion, to cancel or suspend the Challenges (or any portion thereof) should virus, bugs, unauthorized human intervention, or other causes corrupt administration, security, fairness, integrity or proper operation of the Challenge (or any portion thereof) warrant doing so. Notification of such changes may be provided by Bearn to its customers but will not be required.

Payments and Distribution of Prizes

Winners are posted on the mobile application.

Before making any payment for an entry fee, Bearn may require that an entrant complete and execute an affidavit of eligibility in which, among other things, the entrant is required to represent and warrant that the entrant is eligible to participate in a Challenge, is otherwise in compliance with this Agreement and, potentially, is required to provide documentation or proof of eligibility and compliance. If BEARN requests that an entrant completes and executes such an affidavit and the entrant fails to do so within seven (7) days, or Bearn otherwise determines that the entrant does not meet the eligibility requirements or is not in compliance with these Terms, Bearn reserves the right to terminate the entrant's Account and withhold or revoke the awarding of any prizes associated with such account. In such a situation, Bearn may pay out any withheld or revoked prizes to the other entrants in the relevant Challenge in a manner consistent herewith.

Users may withdraw cash prize awards as well as cash deposits by using the "Withdrawal" option on the mobile application. Users may be requested to complete an affidavit of eligibility and a liability/publicity release (unless prohibited by law) and/or appropriate tax forms and forms of identification including but not limited to a Driver's License, Proof of Residence, and/or any information relating to payment/deposit accounts as reasonably requested by Bearn in order to complete the withdrawal of prizes. Failure to comply with this requirement may result in disqualification and forfeiture of any prizes. Disqualification or forfeiture of any

prizes may also occur if it is determined any such entrant did not comply with these Terms of Use in any manner.

To redeem cash prizes from the Bearn Cash account, Bearn will require participants to maintain an account with Venmo, Pay-Pal, Zelle or other electronic bank account. Bearn may choose to provide a check or wire transfer of cash prizes over \$1,000 rather than using the electronic cash payout functionality of your Bearn Account.

In the event that a user earns more than \$600.00 in cash or prizes in a calendar year, Bearn may require the participant to provide sufficient information for it to create a 1099 as may be required by law.

Promotional deposits, credits, referral credits and other bonuses are maintained in BEARN BENEFITS account and may not be withdrawn from a Bearn Account as cash and must be used by the user for Bearn rewards.

All taxes associated with the receipt of any prize are the sole responsibility of the winner. In the event that the awarding of any prizes to winners of Challenges is challenged by any legal authority, Bearn reserves the right in its sole discretion to determine whether or not to award such prizes.

No substitution or transfer of prize is permitted, except that Bearn reserves the right to substitute a prize of equal value or greater if the advertised prize is unavailable. All prizes or merchandise given to a user are awarded "as is" and without warranty of any kind, express or implied (including, without limitation, any implied warranty of merchantability for a particular purpose).

Any withdrawal requests, after approved by Bearn, will be credited back to the account connected by the applicant. Bearn will only release withdrawals to a different credit card or other payment method other than that which was used to make deposit(s) after the aggregate amount of such deposit(s) has already been released back to the credit card(s) or payment method(s) used for the deposit(s).

TERMINATION AND EFFECT OF TERMINATION

In addition to any other legal or equitable remedy, Bearn may, without prior notice, immediately revoke any or all of your rights granted hereunder. In such event, you will immediately cease all access to and use of the Bearn mobile application. Bearn may revoke any password(s) and/or account identification issued to you and deny you access to and use of the mobile application. Any such action shall not affect any rights and obligations arising prior thereto. All provisions of the Terms of Use which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

If we terminate or suspend your Account, your license to use any software or content provided in connection with the Account is also terminated or suspended (as applicable). If your Account is terminated, Bearn has the right to immediately delete all data, files, and other information stored in or for your account without further notice to you.

DISCLAIMER OF WARRANTIES

THE BEARN MOBILE APPLICATION, INCLUDING, WITHOUT LIMITATION, ALL CONTENT, SOFTWARE, AND FUNCTIONS MADE AVAILABLE ON OR ACCESSED THROUGH OR SENT FROM THE APPLICATION ARE PROVIDED “AS IS,” “AS AVAILABLE,” AND “WITH ALL FAULTS.” TO THE FULLEST EXTENT PERMISSIBLE BY LAW, BEARN AND ITS PARENTS, SUBSIDIARIES AND AFFILIATES MAKE NO REPRESENTATION OR WARRANTIES OR ENDORSEMENTS OF ANY KIND WHATSOEVER (EXPRESS OR IMPLIED) ABOUT: (A) THE MOBILE APPLICATIONS; (B) THE CONTENT AND SOFTWARE ON AND PROVIDED THROUGH THE MOBILE APPLICATIONS; (C) THE FUNCTIONS MADE ACCESSIBLE ON OR ACCESSED THROUGH THE MOBILE APPLICATIONS; (D) THE MESSAGES AND INFORMATION SENT FROM THE MOBILE APPLICATIONS BY USERS; (E) ANY PRODUCTS OR SERVICES OFFERED VIA THE MOBILE APPLICATIONS OR HYPERTEXT LINKS TO THIRD PARTIES; AND/OR (F) SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION THROUGH THE MOBILE APPLICATIONS OR ANY LINKED SITE. BEARN DOES NOT WARRANT THAT THE MOBILE APPLICATIONS, ANY OF THE MOBILE APPLICATIONS’ FUNCTIONS OR ANY CONTENT CONTAINED THEREIN WILL BE UNINTERRUPTED OR ERROR-FREE; THAT DEFECTS WILL BE CORRECTED; OR THAT THE MOBILE APPLICATIONS OR THE SERVERS THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

BEARN DOES NOT WARRANT THAT YOUR ACTIVITIES OR USE OF THE MOBILE APPLICATIONS IS LAWFUL IN ANY PARTICULAR JURISDICTION AND, IN ANY EVENT, BEARN SPECIFICALLY DISCLAIMS SUCH WARRANTIES. YOU UNDERSTAND THAT BY USING ANY OF THE FEATURES OF THE MOBILE APPLICATIONS, YOU ACT AT YOUR OWN RISK, AND YOU REPRESENT AND WARRANT THAT YOUR ACTIVITIES ARE LAWFUL IN EVERY JURISDICTION WHERE YOU ACCESS OR USE THE MOBILE APPLICATIONS AND ITS CONTENT. FURTHER, BEARN AND ITS PARENTS, SUBSIDIARIES AND AFFILIATES DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND TITLE.

BEARN, ITS PARENTS, SUBSIDIARIES AND AFFILIATES, AND THE DIRECTORS, OFFICERS, EMPLOYEES, AND OTHER REPRESENTATIVES OF EACH OF THEM, SHALL NOT BE LIABLE FOR THE USE OF THE MOBILE APPLICATIONS INCLUDING, WITHOUT LIMITATION, THE CONTENT AND ANY ERRORS CONTAINED THEREIN. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO THE EXTENT SUCH JURISDICTION’S LAW IS APPLICABLE TO THIS AGREEMENT.

LIMITATION OF LIABILITY

YOU UNDERSTAND AND AGREE THAT BEARN LIMITS ITS LIABILITY IN CONNECTION WITH YOUR USE OF THE MOBILE APPLICATIONS AS SET FORTH BELOW: UNDER NO CIRCUMSTANCES SHALL BEARN, ITS PARENTS, SUBSIDIARIES, OR AFFILIATES, OR THE DIRECTORS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES OF EACH OF THEM (COLLECTIVELY, THE “COMPANY ENTITIES AND INDIVIDUALS”), BE LIABLE TO YOU FOR ANY LOSS OR DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY, ECONOMIC, PUNITIVE, OR

CONSEQUENTIAL DAMAGES) THAT ARE DIRECTLY OR INDIRECTLY RELATED TO (1) THE MOBILE APPLICATIONS, THE CONTENT, OR YOUR UPLOAD INFORMATION; (2) THE USE OF, INABILITY TO USE, OR PERFORMANCE OF THE MOBILE APPLICATIONS; (3) ANY ACTION TAKEN IN CONNECTION WITH AN INVESTIGATION BY BEARN OR LAW ENFORCEMENT AUTHORITIES REGARDING YOUR USE OF THE MOBILE APPLICATIONS OR CONTENT;(4) ANY ACTION TAKEN IN CONNECTION WITH COPYRIGHT OWNERS; OR (5) ANY ERRORS OR OMISSIONS IN THE MOBILE APPLICATIONS' TECHNICAL OPERATION, EVEN IF FORESEEABLE OR EVEN IF BEARN ENTITIES AND INDIVIDUALS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, STRICT LIABILITY TORT (INCLUDING, WITHOUT LIMITATION, WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, OR THEFT OR DESTRUCTION OF THE MOBILE APPLICATIONS). IN NO EVENT WILL BEARN ENTITIES AND INDIVIDUALS BE LIABLE TO YOU OR ANYONE ELSE FOR LOSS OR INJURY, INCLUDING, WITHOUT LIMITATION, DEATH OR PERSONAL INJURY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT SHALL BEARN ENTITIES AND INDIVIDUAL'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION EXCEED ONE HUNDRED DOLLARS (\$100). BEARN ENTITIES AND INDIVIDUALS ARE NOT RESPONSIBLE FOR ANY DAMAGE TO ANY USER'S COMPUTER, HARDWARE, COMPUTER SOFTWARE, OR OTHER EQUIPMENT OR TECHNOLOGY INCLUDING, WITHOUT LIMITATION, DAMAGE FROM ANY SECURITY BREACH OR FROM ANY VIRUS, BUGS, TAMPERING, FRAUD, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER LINE OR NETWORK FAILURE OR ANY OTHER TECHNICAL OR OTHER MALFUNCTION. YOUR ACCESS TO AND USE OF THE MOBILE APPLICATIONS IS AT YOUR RISK. IF YOU ARE DISSATISFIED WITH THE APPLICATION OR ANY OF THE CONTENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE ACCESSING AND USING THE MOBILE APPLICATIONS OR THE CONTENT. YOU RECOGNIZE AND CONFIRM THAT IN THE EVENT YOU INCUR ANY DAMAGES, LOSSES OR INJURIES THAT ARISE OUT OF BEARN'S ACTS OR OMISSIONS, THE DAMAGES, IF ANY, CAUSED TO YOU ARE NOT IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION PREVENTING ANY EXPLOITATION OF ANY MOBILE APPLICATIONS OR OTHER PROPERTY OWNED OR CONTROLLED BY BEARN AND/OR ITS PARENTS, SUBSIDIARIES, AND/OR AFFILIATES OR YOUR UPLOAD INFORMATION, AND YOU WILL HAVE NO RIGHTS TO ENJOIN OR RESTRAIN THE DEVELOPMENT, PRODUCTION, DISTRIBUTION, ADVERTISING, EXHIBITION OR EXPLOITATION OF ANY COMPANY APPLICATION OR OTHER PROPERTY OR YOUR UPLOAD INFORMATION OR ANY AND ALL ACTIVITIES OR ACTIONS RELATED THERETO. BY ACCESSING THE MOBILE APPLICATIONS, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED. ACCORDINGLY, YOU AGREE TO WAIVE THE BENEFIT OF ANY LAW, INCLUDING, TO THE EXTENT APPLICABLE, CALIFORNIA CIVIL CODE SECTION 1542, THAT OTHERWISE MIGHT LIMIT YOUR WAIVER OF SUCH CLAIMS.

THE BEARN SERVICE OFFERS HEALTH AND FITNESS INFORMATION AND IS DESIGNED FOR EDUCATIONAL AND ENTERTAINMENT PURPOSES ONLY. YOU SHOULD CONSULT YOUR PHYSICIAN OR GENERAL PRACTITIONER BEFORE BEGINNING A NEW FITNESS PROGRAM. YOU SHOULD NOT RELY ON THIS INFORMATION AS A SUBSTITUTE FOR, NOR DOES IT REPLACE, PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT. IF YOU HAVE ANY CONCERNS OR QUESTIONS ABOUT YOUR HEALTH, YOU SHOULD ALWAYS CONSULT WITH A PHYSICIAN, GENERAL PRACTITIONER OR OTHER HEALTH-CARE PROFESSIONAL.

DO NOT DISREGARD, AVOID OR DELAY OBTAINING MEDICAL OR HEALTH RELATED ADVICE FROM YOUR HEALTHCARE PROFESSIONAL BECAUSE OF SOMETHING YOU MAY HAVE READ ON THE BEARN SITE OR HEARD ON THE BEARN SERVICE. THE USE OF INFORMATION PROVIDED THROUGH THE BEARN SERVICE IS SOLELY AT YOUR OWN RISK AND IS NOT MEDICAL OR HEALTHCARE ADVICE.

NOTHING STATED OR POSTED ON THE MOBILE APPLICATIONS OR AVAILABLE THROUGH ANY BEARN SERVICE IS INTENDED TO BE, AND MUST NOT BE TAKEN TO BE, THE PRACTICE OF MEDICAL OR COUNSELING CARE. FOR PURPOSES OF THESE TERMS, THE PRACTICE OF MEDICINE AND COUNSELING INCLUDES, WITHOUT LIMITATION, PSYCHIATRY, PSYCHOLOGY, PSYCHOTHERAPY, OR PROVIDING HEALTH CARE TREATMENT, INSTRUCTIONS, DIAGNOSIS, PROGNOSIS OR ADVICE. THE BEARN SERVICE IS CONTINUALLY UNDER DEVELOPMENT AND, TO THE FULL EXTENT PERMITTED BY LAW, BEARN MAKES NO WARRANTY OF ANY KIND, IMPLIED OR EXPRESS, AS TO ITS ACCURACY, COMPLETENESS OR APPROPRIATENESS FOR ANY PURPOSE. IN THAT REGARD, DEVELOPMENTS IN MEDICAL RESEARCH MAY IMPACT THE HEALTH, FITNESS AND NUTRITIONAL ADVICE THAT APPEARS HERE. NO ASSURANCE CAN BE GIVEN THAT THE ADVICE CONTAINED IN THE BEARN SERVICE WILL ALWAYS INCLUDE THE MOST RECENT FINDINGS OR DEVELOPMENTS WITH RESPECT TO THE PARTICULAR MATERIAL.

In becoming a user of BEARN with the intent of using the mobile applications and the Service, you affirm that either: (A) all of the following statements are true:

- no physician or general practitioner has ever informed you that you have a heart condition or that you should only do physical activities recommended by a physician or general practitioner;
- you have never felt chest pain when engaging in physical activity;
- you have not experienced chest pain when not engaged in physical activity at any time within the past month;
- you have never lost your balance because of dizziness and you have never lost consciousness;
- you do not have a bone or joint problem that could be made worse by a change in your physical activity;
- your physician or general practitioner is not currently prescribing drugs for your blood pressure or heart condition;
- you do not have a history of high blood pressure, and no one in your immediate family has a history of high blood pressure or heart problems; and
- you do not know of any other reason you should not exercise; or

(B) your physician or general practitioner has been specifically consulted by you and approved of your use of the BEARN mobile applications or the Service.

If applicable, you further affirm that: (i) you are not pregnant, breastfeeding or lactating; unless; and (ii) your physician or general practitioner has been specifically consulted and approved your use of the BEARN mobile applications or the Service.

Bearn reserves the right to refuse or cancel your license to use the mobile application if we determine that you have certain medical conditions or that the representations set forth above are untrue in any respect.

INTELLECTUAL PROPERTY RIGHTS

The content on the mobile application, including without limitation, the text, software, scripts, graphics, photos, sounds, music, videos, interactive features and the like and the trademarks, service marks and logos contained therein (the “Intellectual Property”), are owned by or licensed to BEARN, subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. Content on the mobile applications are provided to you AS IS for your information and personal use only and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. BEARN reserves all rights not expressly granted in and to mobile applications and the Intellectual Property. You agree to not engage in the use, copying, or distribution of any of the Intellectual Property other than expressly permitted herein. If you download or print a copy of the Intellectual Property for personal use, you must retain all copyright and other proprietary notices contained therein. You agree not to circumvent, disable or otherwise interfere with security related features of the mobile application or features that prevent or restrict use or copying of any Intellectual Property or enforce limitations on use of the mobile application or the Intellectual Property therein.

Some of the Services may allow you to submit or transmit audio, video, photos, text, or other materials (collectively, “User Submissions”) to or through the Services. When you provide User Submissions, you grant to Bearn, its parents, subsidiaries, affiliates, and partners a non-exclusive, worldwide, royalty-free, fully sublicensable license to use, distribute, edit, display, archive, publish, sublicense, perform, reproduce, make available, transmit, broadcast, sell, translate, and create derivative works of those User Submissions, and your name, voice, likeness and other identifying information where part of a User Submission, in any form, media, software, or technology of any kind now known or developed in the future, including, without limitation, for developing, manufacturing, and marketing products. You hereby waive any moral rights you may have in your User Submissions.

In addition, you agree that any User Submissions or Content you submit shall not contain any material that is, in the sole and absolute discretion of Bearn, inappropriate, obscene, vulgar, unlawful, or otherwise objectionable (hereinafter, “Prohibited Content”). Posting of any Prohibited Content, in addition to any and all other rights and remedies available to Bearn, may result in account suspension or termination.

We respect your ownership of User Submissions. If you owned a User Submission before providing it to us, you will continue owning it after providing it to us, subject to any rights granted in the Terms of Use and any access granted to others. If you delete a User Submission from the Services, our general license to that User Submission will end after a reasonable period of time required for the deletion to take full effect. However, the User Submission may still exist in our backup copies, which are not publicly available. If your User Submission is shared with third parties, those third parties may have retained copies of your User Submissions. In addition, if we made use of your User Submission before you deleted it, we will continue to have the right to make, duplicate, redistribute, and sublicense those

pre-existing uses, even after you delete the User Submission. Terminating your account on a Service will not automatically delete your User Submissions.

We may refuse or remove a User Submission without notice to you. However, we have no obligation to monitor User Submissions, and you agree that neither we nor our parents, subsidiaries, affiliates, employees, or agents will be liable for User Submissions or any loss or damage resulting from User Submissions.

Except as provided in the Privacy Policy, we do not guarantee that User Submissions will be private, even if the User Submission is in a password-protected area. Accordingly, you should not provide User Submissions that you want protected from others.

You represent and warrant that you have all rights necessary to grant to BEARN the license above and that none of your User Submissions are defamatory, violate any rights of third parties (including intellectual property rights or rights of publicity or privacy), or violate applicable law.

There may be links on the mobile applications that let you leave the particular mobile applications you are accessing in order to access a linked site that is operated by a third party. Bearn neither controls nor endorses these sites, nor has BEARN reviewed or approved the content that appears on them. BEARN is not responsible for the legality, accuracy or inappropriate nature of any content, advertising, products or other materials on or available from any such third-party sites. You acknowledge and agree that BEARN is not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the access or use of any of the links, content, goods or services available on or through these third-party sites.

When interacting with other Bearn users, you should exercise caution and common sense to protect your personal safety and property, just as you would when interacting with other people you do not know. Your participation, correspondence or personal or business dealings with any third party found on or through the Bearn mobile applications, whether regarding payment or delivery of specific goods and services, donations or fundraisers, and any other terms, conditions, representations or warranties associated with such dealings, are solely between you and such third party. You agree that Bearn is not responsible or liable for any loss, damage, injury, or other matters of any sort incurred as the result of such dealings.

CONSENT TO JURISDICTION IN MARYLAND, ATTORNEY'S FEES

The exclusive jurisdiction and venue for proceedings involving any and all disputes, claims or controversies arising out of or relating to this Agreement, the breach thereof, or any use of the mobile applications (including all commercial transactions conducted through the mobile applications) ("Claims") shall be the courts of competent jurisdiction sitting within Montgomery County in the State of Maryland (the "Forum"), and the parties hereby waive any argument that any such court does not have personal jurisdiction or that the Forum is not appropriate or convenient; (b) you and BEARN waive any and all rights to trial by jury with respect to any Claims.

In the event that either party initiates a proceeding involving a Claim under this Section other than in the Forum, the other party shall recover all attorneys' fees and expenses reasonably incurred in enforcing this Agreement and the Forum to which the parties have herein agreed.

BETA TEST PROVISIONS

If you participate in a beta test or early release version of our mobile apps, you agree to the provisions hereof. You agree that you will not create a competing product or share any information gained during your testing of the beta or early release with a competitor of ours. You acknowledge that, in the course of using the beta product and performing its duties under this Agreement, you may obtain information relating to the beta or early release products and to BEARN which is of a confidential and proprietary nature ("Proprietary Information"). Such Proprietary Information may include, but is not limited to, trade secrets, know how, invention techniques, processes, programs, schematics, software source documents, data, customer lists, financial information, and sales and marketing plans or information which you know or have reason to know is confidential, proprietary or trade secret information of Bearn. You shall at all times, both during the term of this Agreement and for a period of at least three (3) years after its termination, keep in trust and confidence all such Proprietary Information, and shall not use such Proprietary Information other than as expressly authorized by Bearn under this Agreement, nor shall you disclose any such Proprietary Information to third parties without Bearn's written consent. You further agree to immediately return to Bearn all Proprietary Information (including copies thereof) in your possession, custody, or control upon termination of this Agreement at any time and for any reason. Beta tests are not for cash prizes and for fictitious funds only.

MISCELLANEOUS

These Terms of Use shall be governed by the internal substantive laws of the State of Maryland, without respect to its conflict of laws principles. Any claim or dispute between you and Bearn that arises in whole or in part from the Terms of Use, the mobile application or any Challenge shall be decided exclusively by a court of competent jurisdiction located in Montgomery County in the State of Maryland.

Nothing in the Terms of Use shall create or confer any rights or other benefits in favor of any third parties except as specifically provided herein. By participating in any Challenge on the mobile applications, you agree to indemnify, protect, defend and hold harmless Bearn, its parents, subsidiaries, affiliates and divisions, and their respective directors, officers, employees, agents and representatives (the "BEARN Entities"), from and against any and all third party claims, liabilities, losses, damages, injuries, demands, actions, causes of action, suits, proceedings, judgments and expenses, including reasonable attorneys' fees, court costs and other legal expenses including, without limitation, those costs incurred at the trial and appellate levels and in any bankruptcy, reorganization, insolvency or other similar proceedings, and any other legal expenses (collectively, "Claims") arising from or connected with your use of the mobile applications, any payment methods used, any funding of your account, physical harm or injury and/or your participation in any Challenge. The mobile applications may contain links to third party websites that are not owned or controlled by Bearn. Bearn has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites. In addition, BEARN will not and cannot censor or edit the content of any third-party site. By using the mobile applications, you

expressly relieve Bearn from any and all liability arising from your use of any third-party website. Accordingly, we encourage you to be aware when you leave the mobile applications and to read the terms and conditions and privacy policy of each other website that you visit.

Nothing in the Terms of Use shall create or be deemed to create a partnership, agency, trust arrangement, fiduciary relationship or joint venture between you and Bearn.

Third-party online publishers that refer users to the Bearn mobile applications shall not be responsible or liable for the BEARN application or any of the content, software, or functions made available on, or accessed through, or sent from, the Bearn App.

If any provision of these Terms of Use is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect.

No waiver of any term of these Terms of Use shall be deemed a further or continuing waiver of such term or any other term, and Bearn's failure to assert any right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

Bearn reserves the right to amend these Terms of Use at any time and without notice, and it is your responsibility to review these Terms of Use for any changes. If you continue to use the Services after we change the Terms of Use, you accept all changes. The failure of Bearn to comply with any provision of these Terms of Use due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, pandemic, actions of governmental authorities outside of the control of Bearn (excepting compliance with applicable codes and regulations) or other force majeure event will not be considered a breach of these Terms of Use.

BEARN AND OTHER TRADEMARKS CONTAINED ON THE MOBILE APPLICATIONS ARE TRADEMARKS OR REGISTERED TRADEMARKS OF BEARN IN THE UNITED STATES AND/OR OTHER COUNTRIES. THIRD PARTY TRADEMARKS, TRADE NAMES, PRODUCT NAMES AND LOGOS MAY BE THE TRADEMARKS OR REGISTERED TRADEMARKS OF THEIR RESPECTIVE OWNERS. YOU MAY NOT REMOVE OR ALTER ANY TRADEMARK, TRADE NAMES, PRODUCT NAMES, LOGO, COPYRIGHT OR OTHER PROPRIETARY NOTICES, LEGENDS, SYMBOLS OR LABELS ON THE MOBILE APPLICATION.

FOR CONTENT PROVIDERS / OPTIMIZATION TOOLS

Bearn reserves the right to enforce its Terms of Use if Bearn, in its sole discretion, determines that the services provided by a content provider's platform (including but not limited to the mobile applications, or social media accounts) is detrimental to Bearn brand or brands, including, without limitation, in any manner that is disparaging or that otherwise portrays Bearn in a negative light, or has a negative impact on the integrity of Bearn's product or business operations.

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