

1. Acceptance of Terms

<http://www.priceanswers.com> ("Service" or "Site"), owned and operated by Bgon technologies LLC ("PriceAnswers"). By clicking "I Agree" on the account registration or payment page or using the Site in any way, you are agreeing to comply with and be bound by this Agreement, the Privacy Policy, and all rules, policies, and disclaimers posted on the Site or about which you are notified (collectively "Terms"). Please review all of the Terms carefully before using the Site.

These Terms and Conditions (this Agreement) apply to all users (you) who access and/or use the PriceAnswers platform for online advice and services (the PriceAnswers) to ask questions or answer them.

2. Definitions

The words "User," "you" and "your" refer to the individual or entity that creates a PriceAnswers account as a Customer and/or Expert. "PriceAnswers," "we," "us" and "our" refer to PriceAnswers. "Customer" refers to the person who asks a question on the Site. "Expert", "advisor" refers to the person who answers a question on the Site.

3. User warranty.

By accessing and/or using the Site, you represent, warrant, and agree to the following:

3.1 You are at least 18 years of age. If you are under the age of 18, you may not use or register for the Site or provide any personal information to us. PriceAnswers reserves the right to immediately terminate any User account and delete his or her information if it believes the User is under the age of 18.

3.2 The information you submit in your registration form is true, accurate, and complete, and you will maintain and update this information during the term of this Agreement so that it remains true, accurate, current, and complete.

3.3 You will not interfere with or disrupt any PriceAnswers servers, networks, or equipment in connection with the Site.

3.4 You will not attempt to gain unauthorized access to any computer system or network connected to the Site.

3.5 You will not transmit, upload, email, post, or otherwise make available through the Site: (a) any junk mail, spam, or unsolicited email or bulletin board postings; (b) any unlawful, harassing, libelous, abusive, threatening, defamatory, vulgar, obscene, racist, harmful, or otherwise objectionable material of any kind; (c) any information or material that infringes a third-party right, including but not limited to intellectual property rights and/or privacy rights; (d) any software viruses, Trojan horses, worms, or any other malicious application or code; or (d) any information or material which may constitute or encourage conduct that is a criminal offense, a civil wrong, or otherwise violates any applicable law.

3.6 You will not violate any applicable laws, rules, regulations, or ethical codes.

3.7 PriceAnswers enables the transfer of files between Users. When opening such file attachment, it is your responsibility to scan the files with an anti-virus software application.

3.8 You will not impersonate any person or entity or make any false statement regarding your employment or affiliation with any person or entity.

3.9 You will not stalk, threaten, or harass any User or infringe on or attempt to infringe on their privacy.

3.10 PriceAnswers may, in its sole discretion, (i) refuse to post or transmit; or (ii) remove any content uploaded by a User.

3. 11 acknowledge that the service is subject to U.S. export controls and agree that you will comply with [U.S. export controls](#), and (v) represent that you are neither located in a [sanctioned country](#) nor a prohibited person.

4. Modification and Termination of Services

PriceAnswers may modify any of the Terms at any time by posting them on the Site. Changes shall automatically be effective upon posting; provided, however, that those changes that PriceAnswers, in its sole discretion, deems material changes to the Terms will be effective as to an existing User upon the earlier of: (1) the agreement of the User; or (2) thirty (30) days after notice to the existing User from an PriceAnswers email address to the User's email address on file with PriceAnswers or via other means including, but not limited to, a pop-up or banner, message, or other conspicuous notice on the website. If you affirmatively agree to the new terms, your agreement

will be effective immediately. Your continued use of the Service will signify your acceptance of the changes. If you do not accept the changes, your sole and exclusive remedy is to cancel your account and discontinue using the Site. **The latest Terms will be posted on the Site, and you should always review them prior to using the Site.**

5. Communication.

When you visit PriceAnswers or send us e-mails, you are communicating with us electronically as well as via e-mail, text message, calls and push notifications. You consent to receive communications from us through the means outlined above or by posting notices on the Site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically or through other means, satisfy any legal requirement that such communications be in writing. You agree to provide us with, and maintain in your PriceAnswers account profile, your current and active email address.

6. The Website. PriceAnswers Is a Venue.

PriceAnswers provides an advisor platform that allows members to locate an advisor to ask questions directly from such advisor. PriceAnswers, via the Site, enables a User to ask a questions and receive answers from different experts. Users of the Site, not PriceAnswers, provide the content in Posts (defined below). The Experts determine which questions to answer; Experts are not employees or agents of PriceAnswers but are using the Site to sell their Expert knowledge to Customers and, as such, together with Customers, are simply Users of the Site. PriceAnswers is not involved in the conversations between Customers and Experts and does not refer Customers to or endorse or recommend particular Experts. You understand and acknowledge that PriceAnswers cannot and does not edit, modify, filter, screen, monitor, endorse or guarantee the content of Posts. PriceAnswers shall not be liable for any acts or omissions of Experts, content in Posts or the ability of Experts to answer questions. We cannot ensure that an Expert will answer a question. Notwithstanding the foregoing, PriceAnswers reserves the right, but is not obligated, to refuse to post or to remove any content and/or remove any User's access to the Site.

7. Posts Are Not Private or Confidential; Anonymity

The Site is an Internet-based forum. Information and materials submitted in the content of your questions, answers, requests for information, responses, profiles, signatures, qualifications, comments, and posts in the Site (collectively "Posts") *is not private or confidential, nor is it protected by attorney-client, doctor-patient, or any other privilege, and it may be read, collected, and used by others.* For example, search engines may index your questions, answers, and other Posts to allow them to appear in search engine results (e.g. if someone does a search on google.com or another search engine, your questions, answers, and other Posts on PriceAnswers.com that relate to the search may appear in the search results list). To help protect your privacy, use an anonymous user name and do not include information regarding your identity or contact information in your Posts.

8. Experts.

8.1 Relationship of the Parties. Experts are Users of PriceAnswers, and nothing in this Agreement shall be construed to create any association, partnership, joint venture, employee, or agency relationship between an advisor and PriceAnswers for any purpose. Neither party shall have or hold itself out to any third party as having any authority to make any statements, representations, or commitments of any kind or to take any action that shall be binding on the other, except as provided for in this Agreement or authorized in writing by the party to be bound. As an User, each Expert shall be independently and solely responsible for any income, sales and use, or other tax which Expert may be or become obligated to pay by virtue of Expert's receipt of any fees or other remuneration. Experts shall be responsible for, and shall indemnify PriceAnswers against all such taxes or contributions including penalties and interest.

8.2 If you decide to provide your services through the use of the Site, you must exercise a reasonable standard of care, at least the same as a professional advisor would in a similar transaction not conducted through the internet, or the standard of care mandated by your profession, whichever is higher. You shall not have any plea, claim or demand against the PriceAnswers, its affiliates, and their respective officers, directors, shareholders, employees, sub-

contractors and agents in respect of any answer you provide in connection with the use of the Site. The PriceAnswers will not be deemed the provider or recipient of any answer acquired through the Site.

8.3 Fees. All interactions between Experts and Users will be billed through the PriceAnswers. PriceAnswers will use reasonable efforts to process each User's chosen payment method for the amount agreed upon between User and Expert (subject to PriceAnswers's fee structure below) within 7 business days of each transaction. PriceAnswers's fee structure consists of a commission fee. The commission fee is applied after the User has chosen the best answer. The commission fee is not deducted from the total bid. The user must pay the commission in addition to the bid. PriceAnswers may modify the fees at any time without prior notice but will use reasonable efforts to provide advance notice. PriceAnswers's billing system is not error-free, and PriceAnswers shall not be liable for any miscalculations or malfunctions in processing payments. If you think a mistake has occurred, you must submit a complaint to PriceAnswers's service department here within 90 days of such payment. You hereby agree that any disputes raised after 90 days of a payment will not be valid and will not be considered by PriceAnswers.

8.4 By accessing and/or using the Site as an expert, you represent, warrant, and agree to the following:

8.4.1 You will not provide or attempt to provide any service or advice that you are not qualified to provide, including legal or medical advice or other advice/information which may only be lawfully provided by a licensed professional who has established a physician-patient relationship, attorney-client, or other relationship.

8.4.2 You may provide advice or information only about non-emergency matters. For emergency matters, you will instruct the User to immediately call 911 or their local emergency assistance.

8.4.3 You will not engage in conduct that is harmful, unethical, fraudulent, deceptive, misleading, or offensive.

8.4.4 You will provide services to Members only through the Site and will not exchange personal contact information with Users.

8.4.5 You will comply with all applicable laws, rules, regulations, and ethical codes.

8.4.6 You will not stalk, threaten, or harass others or attempt to invade their privacy.

8.4.7 You will not transmit through the Site: (a) any information or material that infringes a third-party right; (b) any third-party advertisements; (c) software viruses, Trojan horses, worms, or any other malicious application; (d) any information or material which may encourage conduct that is a criminal offense, a civil wrong, or otherwise violates any applicable law; (e) any content that is unlawful, harassing, threatening, vulgar, racist, harmful, or otherwise objectionable; (f) any unsolicited mass distribution of email or bulletin board postings.

9. No Verification; No Reliance on the Term “Expert”

All the information about an Expert, has been provided by the Expert but has not been verified. Use of the term "Expert" by PriceAnswers and on the Site is only meant to describe Users who answer questions on the Site, and not to guarantee any particular level of expertise of these Experts. For these reasons, PriceAnswers cannot and does not represent, warrant or guarantee the truthfulness or accuracy of the credentials or identities of Users and information provided by Users including Experts. You acknowledge that PriceAnswers will not be liable for any loss or damages caused by your reliance on any information or content contained in Posts.

10. Information Not Advice; No Client-Professional Relationship Answers of Experts on the Site are provided by Experts and are to be used by Customers for general information purposes only, not as a substitute for in-person evaluation or specific professional (medical, legal, veterinary, tax, financial, etc.) advice. By answering questions, Experts do not intend to form, and do not form attorney-client or doctor-patient relationships with Users of the Site. The laws, regulations, other governing authorities, standards, practices and procedures that apply to your particular question may differ depending on your location and information typically discovered through in-person evaluations or visits. Experts in some categories may be licensed, certified, educated, employed by or have experience in only particular jurisdictions.

11. User Accounts.

When you register as a User on the Site, you can establish a user name and password for access to your online account. You are responsible for maintaining the confidentiality of your user name, password, and account data, and you may not share this information or your account with anyone else, and you will be solely responsible for all acts or omissions that occur under your account. You will immediately notify PriceAnswers of any unauthorized use of your password or account. You should only create one account on the Site, which can be used both as a client and as an expert. If your PriceAnswers account has been suspended or terminated, you may not open another account on the Site. You agree to keep your contact and billing information (including but not limited to email address) up-to-date, and to comply with all billing procedures, including providing and maintaining accurate and lawful billing information for active PriceAnswers accounts. In case you want to answer questions as an expert, you must have an active PayPal account.

12. Suspension or Termination of Service.

Users may terminate and account at your sole discretion and at any time by written notice via e-mail to **contact@priceanswers.com**. 'Terminations typically will be effective within seven business days after our receipt of your termination notice, at which time your account will be closed and you will no longer enjoy access to your former account. Any fees accrued as of the effective date of termination will be payable according to the Terms. At any time, with or without notice, for any or no reason, PriceAnswers reserves the right to modify or discontinue any portion or all of the Site or Services, and to restrict, suspend and terminate Users 'accounts.

13. Question.

PriceAnswers's platform allows Customers to post questions to Experts in subject-matter categories. Every time a question is posted, other users can see them and offer their answers. The user who posted the question cannot see the answers, only the profiles of the users who answered it. If the client so decides, he can pay the Reward and the commission to PriceAnswers, from there he will be

able to see the answers. You must choose the best Answer. Who answered that question is the one who will receive the reward.

14. Charges.

PriceAnswers is a pay-per-question model. You select the price that you are willing to pay for a single question ("Reward"). Once you have selected the Reward and submitted your payment information, your question shall be posted on PriceAnswers. Customers are charged at the time an Expert responds to the Customer's question. You may make payments by using the credit card, debit card, or PayPal account you have on file with PriceAnswers. You expressly authorize payments for all fees for each transaction occurring under your account. All amounts displayed on the PriceAnswers are in US dollars, and You will be charged in USD. You will ensure that all credit card and payment information you provide is accurate, correct, and kept updated at all times, and that you are fully authorized to use such credit card and payment information.

15. Release

Users are responsible for their acts and omissions and content placed on the Site. PriceAnswers will not be liable to Users for any disputes that may arise between or among Users.

16. Confidentiality

You acknowledge that PriceAnswers and its licensors and suppliers own the rights to the PriceAnswers website and the content displayed on the Site other than Posts. You shall not modify, reverse engineer, decompile, disassemble, or attempt to derive the source code of the PriceAnswers website, any software distributed by or assist any other person or entity in doing so. You acknowledge that all content, including, but not limited to, text, software, music, sound, photographs, video, graphics or other material contained in listings, sponsor advertisements or email-distributed, commercially produced information presented to you by the Service, by PriceAnswers, PriceAnswers Users, or PriceAnswers Advertisers or other content providers, is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. You may not modify, copy, reproduce, republish, upload, post, transmit, or distribute in any way content available through the Service, whether done directly or

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17. Third Party Services.

The Site, or a portion thereof, may also be made available via third-party websites. If you have accessed the Site, or any portion thereof, via a third-party website, such use may be subject to terms and conditions imposed by such third party. PriceAnswers is not responsible for any terms, conditions, policies, acts, or omissions, of any such third parties.

18. Information Control.

We do not control the information provided by Users, which you may find to be offensive, harmful, inaccurate, or deceptive. Please use caution and common sense when using the Site. There are also risks of dealing with underage persons or people acting under false pretenses. Additionally, there may be risks dealing with international trade and foreign nationals. By using this Site, you agree to accept such risks and that PriceAnswers is not responsible for the acts or omissions of Users on the Site.

IT IS THE RESPONSIBILITY OF THE USER TO EVALUATE THE ACCURACY, COMPLETENESS AND USEFULNESS OF ANY OPINION, ANSWER OR OTHER CONTENT AVAILABLE THROUGH THE SITE, FROM THIRD PARTIES OR OBTAINED FROM A LINKED SITE. PLEASE SEEK THE ADVICE OF PROFESSIONALS, AS APPROPRIATE, REGARDING THE EVALUATION OF ANY SPECIFIC OPINION, ANSWER, PRODUCT, SERVICE, OR OTHER CONTENT.

19. Exclusion of Warranties

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21. Indemnification

You agree to indemnify and hold PriceAnswers, its parents, subsidiaries, officers, directors, shareholders, employees, agents, joint venturers, consultants, successors and assigns harmless from and against all losses, costs, liabilities and expenses including reasonable attorneys' fees, asserted by any third-party that are in any way due to, or arising out of, your use of or conduct on the Site.

22. Dispute Resolution

The validity of these terms, as well as the rights, obligations and relationships of the parties, will be interpreted and resolved in accordance with the laws of the United States and the State of Florida. The parties submit to the jurisdiction of the federal courts of

the USA, Florida renouncing any other jurisdiction or jurisdiction that may correspond.

23. Miscellaneous

The Terms constitute the complete and exclusive statement of the Agreement between you and us on the subject matter addressed herein. It supersedes any and all prior or contemporaneous agreement, oral or written, and any other communications, representations, warranties and understanding relating to the subject matter of the Terms. To the extent the Terms are in conflict or inconsistent with one another, this Agreement and the Privacy Policy will prevail over other Terms of the Site; also, this Agreement, the Privacy Policy, and disclaimers will prevail over FAQs, and other rules and policies on the Site. If any provision(s) of the Terms is held by an arbitrator or court of competent jurisdiction to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties and the other provisions shall remain in full force and effect. PriceAnswers's failure to exercise or enforce any of the Terms shall not constitute a waiver of PriceAnswers's right to exercise or enforce the Terms as to the same or another instance. Headings in this Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning of the Terms.