

Terms of Service

Effective: August 25, 2016

Welcome!

We're thrilled you've decided to use our products and services, all of which we refer to simply as the "Services."

We've drafted these Terms of Service (which we simply call the "Terms") so that you'll know the rules that govern our relationship with you. Although we have tried our best to strip the legalese from the Terms, there are places where these Terms may still read like a traditional contract. There's a good reason for that: These Terms do indeed form a legally binding contract between you and BubbleTeaApp team. So please read them carefully.

BubbleTeaApp team now has Bin Xu as the member, and when Bin Xu recruit more people into the team, they also are granted same terms as Bin Xu, and Bin Xu will NOT inform you when new members join. In these Terms, we use "BubbleTeaApp" or "us" to refer to the team.

By using the Services, you agree to the Terms. Of course, if you don't agree with them, then don't use the Services.

ARBITRATION NOTICE: WE WANT TO LET YOU KNOW UP FRONT THAT THESE TERMS CONTAIN AN [ARBITRATION CLAUSE](#) A LITTLE LATER ON. EXCEPT FOR CERTAIN TYPES OF DISPUTES MENTIONED IN THAT ARBITRATION CLAUSE, YOU AND US AGREE THAT DISPUTES BETWEEN US WILL BE RESOLVED BY MANDATORY BINDING ARBITRATION, AND YOU AND US WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS-ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

1. Who Can Use the Services

No one under 13 is allowed to create an account or use the Services. We may offer additional Services with additional terms that may require you to be even older to use them. So please read all terms carefully.

By using the Services, you state that:

- You can form a binding contract with BubbleTeaApp;

- You are not a person who is barred from receiving the Services under the laws of the United States or any other applicable jurisdiction—meaning that you do not appear on the U.S. Treasury Department's list of Specially Designated Nationals or face any other similar prohibition; and

- You will comply with these Terms and all applicable local, state, national, and international laws, rules, and regulations.

If you are using the Services on behalf of a business or some other entity, you state that you are authorized to grant all licenses set forth in these Terms and to agree to these Terms on behalf of the business or entity. If you are not allowed to use the Services on behalf of an entity of any government.

2. Rights We Grant You

BubbleTeaApp grants you a personal, worldwide, royalty-free, non-assignable, nonexclusive, revocable, and non-sublicensable license to access and use the Services. This license is for the sole purpose of letting you use and enjoy the Service's benefits in a way that these Terms and our usage policies, such as our Community Guidelines, allow.

Any software that we provide you may automatically download and install upgrades, updates, or other new features. You may be able to adjust these automatic downloads through your device's settings.

You may not copy, modify, distribute, sell, or lease any part of our Services, nor may you reverse engineer or attempt to extract the source code of that software, unless applicable laws prohibit these restrictions or you have our written permission to do so.

3. Rights You Grant Us

Many of our Services let you create, upload, post, send, receive, and store content. When you do that, you retain whatever ownership rights in that content you had to begin with. But you grant us a license to use that content. How broad that license is depends on which Services you use and the Settings you have selected.

For all Services, you grant BubbleTeaApp a worldwide, royalty-free, sublicensable, and transferable license to host, store, use, display, reproduce, modify, adapt, edit, and distribute that content. This license is for the limited purpose of operating, developing, providing, promoting, and improving the Services and researching and developing new ones.

For more information about how to tailor who can watch your content, please take a look at our privacy policy.

While we're not required to do so, we may access, review, screen, and delete your content at any time and for any reason, including if we think your content violates these Terms. You alone though remain responsible for the content you create, upload, post, send, or store through the Service.

We always love to hear from our users. But if you volunteer feedback or suggestions, just know that we can use your ideas without compensating you.

4. Objectionable Content Policy

Content may not be submitted to BubbleTeaApp, who will moderate all content and ultimately decide whether or not to post a submission to the extent such content includes, is in conjunction with, or alongside any, Objectionable Content. Objectionable Content includes, but is not limited to:

- (i) sexually explicit materials;
- (ii) obscene, defamatory, libelous, slanderous, violent and/or unlawful content or profanity;
- (iii) content that infringes upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary right, or that is deceptive or fraudulent;
- (iv) content that promotes the use or sale of illegal or regulated substances, tobacco products, ammunition and/or firearms;
- (v) and gambling, including without limitation, any online casino, sports books, bingo or poker.

If you find contents that are objectionable by above policy. You can report the content in the app by click “report” button in the message interface. You can also report the user by click report in the detail page of this user. You can also block the user by click the “block” switch. All your report will be sent to us and we will take action within 24 hours.

If your contents are reported by others, the reported content will go through WebPurify (<https://www.webpurify.com>) API, and also our own investigation, if we find your contents are objectionable, we will delete the contents without informing you. If you are reported by others, your profile image will also go through WebPurify to determine if your profile image is inappropriate. If we find you violate above policy. We will terminate your account, and send you an email explaining the reasons. You may appeal to us about the termination, however, we reserve the right to keep your account terminated.

5. The Content of Others

Much of the content on our Services is produced by users. Whether that content is posted publicly or sent privately, the content is the sole responsibility of the person or organization that submitted it. Although BubbleTeaApp reserves the right to review all content that appears on the Services and to remove any content that violates these Terms, we do not necessarily review all of it. So we cannot—and do not—take responsibility for any content that others provide through the Services.

Through these Terms and our [Community Guidelines](#), we make clear that we do not want the Services put to bad uses. But because we do not review all content, we cannot guarantee that content on the Services will always conform to our Terms or Guidelines.

6. Privacy

Your privacy matters to us. You can learn how we handle your information when you use our Services by reading our [privacy policy](#). We encourage you to give the privacy policy a careful look because, by using our Services, you agree that BubbleTeaApp can collect, use, and transfer your information consistent with that policy.

7. Respecting Other People's Rights

BubbleTeaApp respects the rights of others. And so should you. You therefore may not upload, post, send, or store content that:

- violates or infringes someone else's rights of publicity, privacy, copyright, trademark, or other intellectual-property right;
- bullies, harasses, or intimidates;
- defames; or
- spams or solicits BubbleTeaApp's users.

You must also respect BubbleTeaApp's rights. These Terms do not grant you any right to:

- use branding, logos, designs, photographs, videos, or any other materials used in our Services;
- copy, archive, download, upload, distribute, syndicate, broadcast, perform, display, make available, or otherwise use any portion of the Services or the content on the Services except as set forth in these Terms;
- use the Services or any content on the Services for any commercial purposes without our consent.

In short: You may not use the Services or the content on the Services in ways that are not authorized by these Terms. Nor may you help or enable anyone else in doing so.

8. Respecting Copyright

BubbleTeaApp honors the requirements set forth in the Digital Millennium Copyright Act. We therefore take reasonable steps to expeditiously remove from our Services any infringing material that we become aware of. And if BubbleTeaApp becomes aware that one of its users has repeatedly infringed

copyrights, we will take reasonable steps within our power to terminate the user's account.

We make it easy for you to report suspected copyright infringement. If you believe that anything on the Services infringes a copyright that you own or control, please file a notice:

Bin Xu.

220 Gates Hall

Ithaca, NY 14850, USA

email: xubin.max@gmail.com

If you file a notice with our Copyright Agent, it must comply with the requirements set forth at [17 U.S.C. § 512\(c\)\(3\)](#) (see:

<https://www.law.cornell.edu/uscode/text/17/512>). That means the notice must:

- contain the physical or electronic signature of a person authorized to act on behalf of the copyright owner;

- identify the copyrighted work claimed to have been infringed;

- identify the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed, or access to which is to be disabled, and information reasonably sufficient to let us locate the material;
- provide your contact information, including your address, telephone number, and an email address;

- provide a personal statement that you have a good-faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

- provide a statement that the information in the notification is accurate and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

9. Safety

We try hard to keep our Services a safe place for all users. But we can't guarantee it. That's where you come in. By using the Services, you agree that:

- You will not use the Services for any purpose that is illegal or prohibited in these Terms.

- You will not use any robot, spider, crawler, scraper, or other automated means or interface to access the Services or extract other user's information.

- You will not use or develop any third-party applications that interact with the Services or other users' content or information without our written consent.

You will not use the Services in a way that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Services, or that could damage, disable, overburden, or impair the functioning of the Services.

You will not use or attempt to use another user's account, username, or password without their permission.

You will not solicit login credentials from another user.

You will not post content that contains pornography, graphic violence, threats, hate speech, or incitements to violence.

You will not upload viruses or other malicious code or otherwise compromise the security of the Services.

You will not attempt to circumvent any content-filtering techniques we employ, or attempt to access areas or features of the Services that you are not authorized to access.

You will not probe, scan, or test the vulnerability of our Services or any system or network.

You will not encourage or promote any activity that violates these Terms.

We also care about your safety while using our Services. So do not use our Services in a way that would distract you from obeying traffic or safety laws. And never put yourself or others in harm's way just to capture a Bubble.

10. Your Account

You are responsible for any activity that occurs in your account. So it's important that you keep your account secure. One way to do that is to select a strong password that you don't use for any other account.

By using the Services, you agree that, in addition to exercising common sense:

You will not create more than one account for yourself.

You will not create another account if we have already disabled your account, unless you have our written permission to do so.

You will not buy, sell, rent, or lease access to your BubbleTeaApp account, messages, bubbles, a BubbleTeaApp username, or a user link without our written permission.

You will not share your password.

You will not log in or attempt to access the Services through unauthorized third-party applications or clients.

If you think that someone has gained access to your account, please immediately reach out to us at xubin.max@gmail.com.

11. Data Charges and Mobile Phones

You are responsible for any mobile charges that you may incur for using our Services, including data charges. If you're unsure what those charges may be, you should ask your service provider before using the Services.

If you change or deactivate the email that you used to create a BubbleTeaApp account, you must stop using the BubbleTeaApp account immediately.

12. Third-Party Services

If you use a service, feature, or functionality that is operated by a third party and made available through our Services (including Services we jointly offer with the third party), each party's terms will govern the respective party's relationship with you. BubbleTeaApp is not responsible or liable for those third party's terms or actions taken under the third party's terms.

13. Modifying the Services and Termination

We're relentlessly improving our Services and creating new ones all the time. That means we may add or remove features, or functionalities, and we may also suspend or stop the Services altogether. We may take any of these actions at any time, and when we do, we may not provide you with any notice beforehand.

While we hope you remain to use BubbleTeaApp, you can terminate these Terms at any time and for any reason by sending email to xubin.max@gmail.com to request deleting your account. Please understand deleting your account will take up to 24 hours.

BubbleTeaApp may also terminate these Terms with you at any time, for any reason, and without advanced notice. That means that we may stop providing you with any Services, or impose new or additional limits on your ability to use the Services. For example, we may deactivate your account due to prolonged inactivity, and we may reclaim your username at any time for any reason.

Regardless of who terminates these Terms, both you and BubbleTeaApp continue to be bound by Sections 3, 6, 10, 13-22 of the Terms.

14. Indemnity

You agree, to the extent permitted under applicable law, to indemnify, defend, and hold harmless BubbleTeaApp, our directors, officers, employees, and affiliates from and against any and all complaints, charges, claims, damages, losses, costs, liabilities, and expenses (including attorneys' fees) due to, arising out of, or relating in any way to: (a) your access to or use of the Services; (b) your content; and (c) your breach of these Terms.

15. Disclaimers

We try to keep the Services up and running and free of annoyances. But we make no promises that we will succeed.

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND TO THE EXTENT PERMITTED BY APPLICABLE LAW WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. IN ADDITION, WHILE BUBBLETEAAPP ATTEMPTS TO PROVIDE A GOOD USER EXPERIENCE, WE DO NOT REPRESENT OR WARRANT THAT: (A) THE SERVICES WILL ALWAYS BE SECURE, ERROR-FREE, OR TIMELY; (B) THE SERVICES WILL ALWAYS FUNCTION WITHOUT DELAYS, DISRUPTIONS, OR IMPERFECTIONS; OR (C) THAT ANY BUBBLETEAAPP CONTENT, USER CONTENT, OR INFORMATION YOU OBTAIN ON OR THROUGH THE SERVICES WILL BE TIMELY OR ACCURATE. BUBBLETEAAPP TAKES NO RESPONSIBILITY AND ASSUMES NO LIABILITY FOR ANY CONTENT THAT YOU, ANOTHER USER, OR A THIRD PARTY CREATES, UPLOADS, POSTS, SENDS, RECEIVES, OR STORES ON OR THROUGH OUR SERVICES. YOU UNDERSTAND AND AGREE THAT YOU MAY BE EXPOSED TO CONTENT THAT MIGHT BE OFFENSIVE, ILLEGAL, MISLEADING, OR OTHERWISE INAPPROPRIATE, NONE OF WHICH BUBBLETEAAPP WILL BE RESPONSIBLE FOR.

16. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, BUBBLETEAAPP AND OUR MANAGING MEMBERS, SHAREHOLDERS, EMPLOYEES, AFFILIATES, LICENSORS, AND SUPPLIERS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR MULTIPLE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM: (A) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (B) THE CONDUCT OR CONTENT OF OTHER USERS OR THIRD PARTIES ON OR THROUGH THE SERVICES; OR (C) UNAUTHORIZED ACCESS, USE, OR ALTERATION OF YOUR CONTENT, EVEN IF BUBBLETEAAPP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL BUBBLETEAAPP'S AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE SERVICES EXCEED THE AMOUNT YOU PAID BUBBLETEAAPP, IF ANY, IN THE LAST 12 MONTHS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO SOME OR ALL OF THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU.

17. Arbitration, Class Waiver, and Jury Waiver

PLEASE READ THE FOLLOWING PARAGRAPHS CAREFULLY BECAUSE THEY REQUIRE YOU TO ARBITRATE DISPUTES WITH BUBBLETEAAPP, AND LIMIT THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

- a **Applicability of Arbitration Agreement.** All claims and disputes arising out of or relating to these Terms or the use of the Services that cannot be resolved in small claims court will be resolved by binding arbitration on an individual basis, except that you and BubbleTeaApp are not required to arbitrate any dispute in which either party seeks equitable relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets, or patents.
- b **Arbitration Rules.** The Federal Arbitration Act governs the interpretation and enforcement of this dispute-resolution provision. Arbitration will be initiated through the American Arbitration Association ("AAA"). If the AAA is not available to arbitrate, the parties will select an alternative arbitral forum. The rules of the arbitral forum will govern all aspects of this arbitration, except to the extent those rules conflict with these Terms. The AAA Consumer Arbitration Rules governing the arbitration are available online at www.adr.org or by calling the AAA at 1-800-778-7879. The arbitration will be conducted by a single neutral arbitrator. Any claims or disputes where the total amount sought is less than \$10,000 USD may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount sought is \$10,000 USD or more, the right to a hearing will be determined by the arbitral forum's rules. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.
- c **Additional Rules for Non-appearance Arbitration.** If non-appearance arbitration is elected, the arbitration will be conducted by telephone, online, written submissions, or any combination of the three; the specific manner will be chosen by the party initiating the arbitration. The arbitration will not involve any personal appearance by the parties or witnesses unless the parties mutually agree otherwise.
- d **Authority of the Arbitrator.** The arbitrator will decide the jurisdiction of the arbitrator and the rights and liabilities, if any, of you and BubbleTeaApp. The dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator will have the authority to grant motions dispositive of all or part of any claim or dispute. The arbitrator will

have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and the Terms. The arbitrator will issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and BubbleTeaApp.

e **Waiver of Jury Trial.** YOU AND BUBBLETEAAPP WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and BubbleTeaApp are instead electing to have claims and disputes resolved by arbitration. Arbitration procedures are typically more limited, more efficient, and less costly than rules applicable in court and are subject to very limited review by a court. In any litigation between you and BubbleTeaApp over whether to vacate or enforce an arbitration award, YOU AND BUBBLETEAAPP WAIVE ALL RIGHTS TO A JURY TRIAL, and elect instead to have the dispute be resolved by a judge.

f **Waiver of Class or Consolidated Actions.** ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS. CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If, however, this waiver of class or consolidated actions is deemed invalid or unenforceable, neither you nor we are entitled to arbitration; instead all claims and disputes will be resolved in a court as set forth in Section 18.

g **Confidentiality.** No part of the procedures will be open to the public or the media. All evidence discovered or submitted at the hearing is confidential and may not be disclosed, except by written agreement of the parties, pursuant to court order, or unless required by law. Notwithstanding the foregoing, no party will be prevented from submitting to a court of law any information needed to enforce this arbitration agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.

h **Right to Waive.** Any rights and limitations set forth in this arbitration agreement may be waived by the party against whom the claim is asserted. Such waiver will not waive or affect any other portion of this arbitration agreement.

- i **Opt-out.** You may opt out of this arbitration agreement. If you do so, neither you nor BubbleTeaApp can force the other to arbitrate. To opt out, you must notify BubbleTeaApp in writing no later than 30 days after first becoming subject to this arbitration agreement. Your notice must include your name and address, your BubbleTeaApp username and the email address you used to set up your BubbleTeaApp account (if you have one), and an unequivocal statement that you want to opt-out of this arbitration agreement. You must send your opt-out notice to this address: Bin Xu, 220 Gates Hall, Ithaca, NY14850, USA.
- j **Small Claims Court.** Notwithstanding the foregoing, either you or BubbleTeaApp may bring an individual action in small claims court.
- k **Arbitration Agreement Survival.** This arbitration agreement will survive the termination of your relationship with BubbleTeaApp.

18. Exclusive Venue

To the extent the parties are permitted under these Terms to initiate litigation in a court, both you and BubbleTeaApp agree that all claims and disputes arising out of or relating to the Terms or the use of the Services will be litigated exclusively in the United States District Court for the Northern District of New York. If, however, that court would lack original jurisdiction over the litigation, then all claims and disputes arising out of or relating to the Terms or the use of the Services will be litigated exclusively in the Superior Court of New York, County of Tompkins. You and BubbleTeaApp consent to the personal jurisdiction of both courts.

19. Choice of Law

Except to the extent they are preempted by U.S. federal law, the laws of New York, other than its conflict-of-laws principles, govern these Terms and any disputes arising out of or relating to these Terms or their subject matter, including tort claims.

20. Severability

If any provision of these Terms is found unenforceable, then that provision will be severed from these Terms and not affect the validity and enforceability of any remaining provisions.

21. Additional Terms for Specific Services

Given the breadth of our Services, we sometimes need to craft additional terms and conditions for specific Services. Those additional terms and conditions, which will be available with the relevant Services, then become part of your agreement

with us if you use those Services.

22. Final Terms

These Terms make up the entire agreement between you and BubbleTeaApp, and supersede any prior agreements.

These Terms do not create or confer any third-party beneficiary rights.

If we do not enforce a provision in these Terms, it will not be considered a waiver.

We reserve all rights not expressly granted to you.

You may not transfer any of your rights or obligations under these Terms without our consent.

These Terms were written in English and to the extent the translated version of these Terms conflict with the English version, the English version will control.

Contact Us

BubbleTeaApp welcomes comments, questions, concerns, or suggestions. Please send feedback to us by sending email to xubin.max@gmail.com.