

On behalf of the team, we would like to welcome you as a new customer. We pride ourselves on listening to your needs and offering responsive, competent, high-quality service.

To help us provide you with exceptional customer care, please complete the attached New Client Packet at your earliest convenience, and return it to accounts.usa@ai-media.tv.

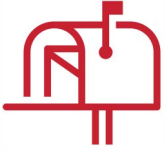
If you offer an option for direct deposit payments, we would gladly enroll in this service. Please forward any forms required, and we will make this happen.

We appreciate the confidence placed in our experience, and we look forward to working with you. Your feedback is always welcome, so feel free to contact us with any questions, comments or concerns.

Thank you,

Ai-Media Technologies

FEIN# 20-8384207



Mailing Address

Ai-Media Technologies
241 W. Federal St. #201-B
Youngstown, OH 4503



Remittance Address

Ai-Media Technologies
241 W. Federal St. #201-B
Youngstown, OH 44503



By The Numbers

FEIN# 20-8384207
IDHR# 128613-00



Get In Touch

800-335-0911 Ext. 1
www.ai-media.tv
accounts.usa@ai-media.tv



Key Players

James Ward

Global Sales Officer
james.ward@ai-media.tv

Kyle Phillips

GM of Business Development
kyle.phillips@ai-media.tv

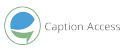
Jared Janssen

GM of Key Accounts
jared.janssen@ai-media.tv

Josh Garrett

GM of Services
josh.garrett@ai-media.tv

Customer Information Form



Organization Name

Organization Contact

Address

City

State

Postal Code

Phone

Consumer Using Service

Consumer's Email

Send Invoice to (Billing Contact):

Name

Email

Address

City

State

Postal Code

GST/HST# (If Applicable)

PO#

Terms, If Other Than Net 30

Financial Contact (If There Is An Issue)

Email

Terms of Service

Last updated on November 11 February 2022.

1. General

1. Ai-Media Inc (“**Ai-Media**” or “**we**” or “**us**” or “**our**”), a company incorporated in the state of Delaware, operates the websites ai-media.tv and www.ai-live.com(collectively the “**Websites**”), the services offered on the Websites from time to time (as set out below in clause 2.1), and owns (or licences) the software on the Websites (collectively, the “**Service**”).
2. Ai-Media will provide the Services subject to this Agreement (as amended from time to time). We may provide you the Services or subcontract the provision of the Services to any one or more of our related companies, including but not limited to Ai-Media Technologies Limited (ACN 122 058 708), Ai-Media Technologies LLC, (ACN 105 924 490), Ai-Media Canada Inc (Co No 1015825-9), Access Innovation Media UK Ltd (Co No 08123694), Ai-Media UK B Ltd (Co No 07292409) , Ai-Media SG Pte Ltd (Co No: 201928402d) and Ai-Media NZ Limited (Co No 7389556) . We may assign or novate any or all of our rights and/or obligations under this Agreement to one or more of our related companies, at any time without your consent.
3. These terms of service, along with the Privacy Policy and Customer Session Rules and Guidelines at Schedule 1, form the agreement in respect of the Services with you (**Agreement**).
4. This Agreement applies to all visitors, users, account holders, members, and others who access and use the Service in any manner (“**User**” or “**you**”).
5. By accessing or using the Service, you agree to be bound by this Agreement.
6. We reserve the right, at our complete discretion, to amend or modify this Agreement at any time. We will notify you of any changes either by replacing this Agreement on the Websites (showing the time that it was updated), or via email, or via any other means we deem reasonable. Any changes made will become effective immediately and either your explicit consent or your continued use of the Service constitutes your acceptance of the new terms. If you do not agree with any amendment or modification of this Agreement, then you can choose to terminate this Agreement at any time, by ceasing to use Services and cancelling your account with us.
7. **Please read the Agreement carefully in its entirety to ensure that you understand each provision.**
8. *IMPORTANT NOTICE: THIS AGREEMENT PROVIDES THAT ALMOST ALL DISPUTES BETWEEN YOU AND US ARE SUBJECT TO BINDING ARBITRATION AND A WAIVER OF CLASS ACTION RIGHTS AS DETAILED IN THE ARBITRATION AND CLASS ACTION WAIVER SECTION BELOW. BY ENTERING INTO THIS AGREEMENT, YOU GIVE UP YOUR RIGHT TO SUE IN COURT, OR TO BE PART OF A CLASS ACTION, TO RESOLVE THESE DISPUTES, AS EXPLAINED IN MORE DETAIL IN THAT SECTION.*
9. **If you do not agree to all of the terms of the Agreement, you must not use or access any parts of the Service**

2. Access and Use of Our Service

2.1 Our Service

The parties acknowledge:

1. Ai-Media's Service includes without limitation accessibility services for live and pre-recorded media. Ai-Media's Service includes transcription, captioning, audio description and note-taking services, and other related services as offered on our Website from time to time;
2. The "Ai-Live" platform (that you can access through ai-live.com) is a software solution that captures live audio and transmits, in real time, captions of the audio content to a desired terminal;
3. Ai Media provides live captioning for live events and broadcasts on Facebook, YouTube and other similar platforms (that you can access through our Ai-Media platform at ai-media.tv). We also provide closed captioning, transcription, note-taking and audio-description services (that you can also access through our Ai-Media platform at www.ai-media.tv).

2.2 Eligibility

1. You must be 13 years old or older to use or access the Service. Any use or access to the Service by anyone under 13 years old is strictly prohibited and in violation of this Agreement.
2. If you are between the age of 13 and 18 years old and wish to use the Service you must submit to Ai-Media in writing consent to do so by a parent or guardian and Ai-Media must approve your use of the Service in writing.
3. Persons (where person is defined a natural person, legal entity, or governmental body or authority, hereinafter referred to as "**person**") between the age of 13 and 18 years old must use the Service under the direct supervision of a parent or guardian who is over the age of 18 years and who agrees to be bound by this Agreement.
4. The Service may not be available to any Users previously removed from the Service by Ai-Media.
5. By using the Service, you represent and warrant that you have the full right, power and authority to enter into this Agreement and to fully perform all of your obligations hereunder. You further represent and warrant that you are under no legal disability or contractual restriction that prevents you from entering into this Agreement.

2.3 Your Accounts

1. In order to use or access the Service, you will need to establish an Ai-Media account on our Website (either through ai-media.tv or www.ai-live.com, depending on which of our Services you require). An Ai-Media account gives you access to the features and functionality of the relevant Service that we may establish and maintain from time to time and in our sole discretion.
2. We may maintain different types of accounts for different types of Users.
3. If you open an account on the Websites on behalf of a company, organization, or other entity, then (a) "you" includes you and that entity, and (b) you represent and warrant that you are an authorized representative of the entity with the authority to bind the entity to this Agreement, and that you agree to this Agreement on the entity's behalf.
4. To the extent that you connect to our Websites via a third-party service (for example through Facebook), you give us permission to access and use your information from that

service as permitted by that service, and to store your log-in credentials and information for that service. You must only use third party service accounts owned by you, and not by any other person or entity.

5. You may never use another User's account without permission.
6. When creating your account, you must provide accurate and complete information.
7. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. We encourage you to use "strong" passwords (for example, passwords that use a combination of upper and lower case letters, numbers and symbols) with your account.
8. You may not allow any other person to access or use the Service with your unique username, password, or other security code. You must notify Ai-Media immediately of any breach of security or unauthorized use of your account. Ai-Media will not be liable for any losses caused by any unauthorized use of your account.
9. We reserve the right to terminate accounts that are inactive for an extended period of time, as we reasonably determine, with or without notice.
10. We may permanently or temporarily terminate or suspend your access to the Service without notice and liability for any reason, including if in our sole determination you violate any provision of this Agreement, or for no reason.
11. If your account is terminated for any reason, you must obtain written authorization from Ai-Media prior to establishing another account. If you attempt to establish another account without obtaining such authorization, Ai-Media may permanently ban you from the Service.
12. A person may not have more than one active User account at any time without the written consent of Ai-Media in each instance.
13. You are solely responsible for your interactions with other Ai-Media Users. We reserve the right, but have no obligation, to monitor disputes between you and other Users. Ai-Media will not have any liability for your interactions with other Users, or for any User's action or inaction.

2.4 General obligations of Use

1. You must not engage in any of the following prohibited activities:
 1. copying, distributing, or disclosing any part of the Service in any medium, including without limitation by any automated or non-automated "scraping";
 2. using any automated system, including without limitation "robots," "spiders," "offline readers," etc., to access the Service
 3. transmitting spam, chain letters, or other unsolicited email;
 4. attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Service;
 5. taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure;

6. uploading invalid data, viruses, worms, trojans or other malicious software through the Service;
7. collecting or harvesting any personally identifiable information, including account names, email addresses, from the Service;
8. accessing without authority, interfering with, damaging or disrupting
 1. any part of the Websites;
 2. any equipment or network on which Websites is stored;
 3. any software used in the provision of the Websites; or
 4. any equipment or network or software owned or used by any third party in connection with the Service.
9. using the Service for any commercial solicitation purposes;
10. impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity;
11. interfering with the proper working of the Service;
12. accessing any content on the Service through any technology or means other than those provided or authorized by the Service;
13. bypassing the measures we may use to prevent or restrict access to the Service, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Service or the content therein;
14. using the Service to support, incite or promote discrimination, hostility or violence;
15. using any Ai-Media trademark or any variant thereof including misspellings as a domain name or as part of a domain name, as a metatag, keyword, or any other type of programming code or data;
16. adopting or using, without our prior written consent, any word or mark which is similar to or likely to be confused with Ai-Media trademarks;
17. copying, imitating or using, in whole or in part, the look and feel of the Service (including but not limited to all page headers, custom graphics, button icons, and scripts) without the prior written consent of Ai-Media;
18. framing or hotlinking to the Service or any content other than your own without the prior written consent of Ai-Media;
19. making derivate works based on the Websites;
20. removing or altering any copyright, trade mark, logo or other proprietary notice or label appearing on the Websites, or materials provided on the Websites;
21. using the Service for any unlawful, fraudulent or criminal purpose;
22. using the Service to cause nuisance, annoyance or inconvenience, in any manner whatsoever,

23. using the Service which in any respect:

1. may be obscene, indecent, vulgar, profane, racist, sexist, discriminatory, offensive, derogatory, harmful, harassing, threatening, embarrassing, malicious, abusive, hateful, menacing, defamatory, untrue or political;
2. may infringe or breach the copyright or any Intellectual Property Rights (as defined below) or privacy or other rights of us or any third party;
3. is contrary to any specific rule or requirement that we stipulate on the Websites in relation to a particular part of the Websites or the Websites generally.

24. You must not copy, modify, adapt, duplicate, encrypt, tamper, reverse engineer or extract any source code of, any part of the Service, without our prior written consent.

2. You must not display, distribute, license, lease, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer or upload, for any commercial purpose, any portion of the Service.
3. Your use of the Service is on a non-exclusive basis in respect of the operation and functionality of the system, and only for so long as Ai-Media is willing to provide the Service.
4. To use the Service you will require Internet connectivity. We will not have any responsibility or liability for any data or other costs you may incur (for example mobile data costs and internet connection fees).
5. You agree to comply with all applicable local rules and laws regarding your use of the Service, including as it concerns online conduct and acceptable content.
6. You must not assign or transfer your account, or your rights and obligations under this Agreement, to any other person.

2.5 Availability

1. We reserve the right to modify, suspend or discontinue, temporarily or permanently, the Service (or any part thereof, including features or functionality) with or without notice.
2. Access to the Service may be suspended or withdrawn to or from you personally or all users temporarily or permanently at any time and without notice. We may also impose restrictions on the length and manner of usage of any part of the Service for any reason. If we impose restrictions on you personally, you must not attempt to use the Service under any other name or user.
3. You agree that we will not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.
4. We do not warrant that the Service will be compatible with all hardware and software which you may use. We are not liable for damage to, or viruses or other code that may affect, any equipment (including but not limited to your mobile device), software, data or other property as a result of your access to or use of the Service or your obtaining any material from, or as a result of using, the Service. We are not liable for the actions of third parties.

2.6 Storage

We may, with or without prior notice, set or change the maximum period of time that documents, data or content will be retained by the Service and the maximum storage space that will be allotted on Ai-Media's servers or systems on your behalf. You understand and agree that Ai-Media has no responsibility or liability for the deletion or failure to store any documents, data or other content maintained or uploaded by the Service

3. Ordering and Paying

3.1 Ordering and Delivery

1. You may place an order for particular Services through the Websites, by logging into your registered account.
2. When placing an order for Services through our Website, you acknowledge and agree that:
 1. we allow you to select a delivery time for certain Services, and if we fail to deliver any part of your order within that selected time, then we may elect to provide you a credit and if we do this is your only remedy for our failure to deliver within the time-frame;
 2. otherwise, we will fulfill your order for Services as soon as is reasonably practicable, but time is not of the essence.
3. The parties acknowledge and agree to the ordering and cancellation rules set out in in the Customer Session Rules and Guidelines at **Schedule 1**).

3.2 Fees

1. The Services are offered at the prices and fees set forth on the Websites (and customer portals accessible through the Website) or as otherwise notified by us to you, and as those prices and fees are amended by us from time to time. By requesting Services you agree to pay the applicable prices and fees for those Services.
2. The prices and fees are exclusive of any applicable taxes.
3. You will pay any applicable taxes, if any, relating to any such purchases, licenses, royalties, transactions, or other monetary transaction interactions in connection with the Services.
4. We reserve the right to change our prices and fees at any time. We may provide notice of the change on our Website (by simply updating the price) or in email to you. Your continued use of the Service after any price or fee change constitutes your acceptance of the change and agreement to pay the changed amount. If you do not agree with the price or fee change, you can elect to terminate your account and cease using our Service.

3.3 Payment Terms and Payment Method

1. You may pay your order by a valid credit card, or by any other method that we determine from time to time.
2. We accept payment by Visa, Mastercard and American Express, but we may change the cards that we accept from time to time.

3. We use Braintree, a division of PayPal, Inc. ("**Braintree**") for payment processing. We do not store your credit card details. To the extent that you select the option of "saving/remembering credit card details" on our Website, Braintree stores the credit card details, and our Website will retrieve those details via a token.
4. To the extent that we permit you to pay through PayPal, you acknowledge and agree that you are subject to the terms and conditions of use of PayPal. Please review these terms and conditions before using PayPal to pay for our Service.
5. All information that you provide in connection with a purchase or transaction with the Service must be accurate, complete and current. We will not be responsible for any loss suffered by you as a result of incorrect or incomplete information provided by you.
6. You agree to pay all charges incurred by users of your credit card, debit card, or other payment method we make available in connection with a purchase or transaction or other monetary transaction interaction with the Service.
7. Unless otherwise agreed by us, we require up-front payment for all Services that you order at the time of ordering. We may choose to agree to provide credit terms to you, in which case we will send you an invoice and full payment of the invoice must be received by Ai-Media within thirty (30) days after the date of the invoice. If payment for an invoice is not received by the due date, then without prejudice to any other rights, we may suspend the Services to you.
8. If any invoices are unpaid by their due date, then we may charge you interest at the rate of 5% per annum on all overdue amounts owed by you, calculated daily, until the relevant amount (and accrued interest) is paid. We may also charge you for all expenses we incur in collection of any outstanding amount.
9. If you dispute any charges in an invoice, you must notify us within 14 days after the invoice date.

3.4 Rejection and Cancellation by Ai Media

1. In addition to any of our rights in Schedule 1, notwithstanding that an order for Services has been placed by you with us, we may in our absolute discretion reject an order (or any part thereof) where:
 1. you have breached any provision of this Agreement; or
 2. (without limiting subclause (i)) we have not received payment for Services previously provided to you; or
 3. (without limiting subclause (i)) you have uploaded video or audio files that we determine has poor audio quality (in contravention of your obligations set out in Schedule 1); or
 4. in the event of a "**Force Majeure Event**" (meaning any event beyond the reasonable control of us, in consequence of which we cannot reasonably be required to perform obligations under this Agreement including but not limited to, fire, outbreaks of war, pandemics, epidemics, acts of hostility, terrorist activity, national emergency, government action, or any act of God, where any of our employees, agents or contractor who are directly involved in providing the Services are sick or suffer some

other emergency or unexpected event). To the extent that we reject an order (or part thereof) under clauses 3.4.a)ii), 3.4.a)iii), or 3.4.a)iv), and you have paid for the order in advance, we will reimburse you the fees paid and received by us, for that part of the order that we have not completed by us. Otherwise, fees paid in advance will not be reimbursed.

2. You can request to cancel an order in writing by contacting us at onlinesupport@ai-media.tv

3.5 Promotional Offers and Credits

1. We may offer promotions from time to time, on such terms we determine.
2. From time to time, we may offer promotional credits to you, in connection with a promotion. Recipients of promotional credits will see their balance as non-refundable credit in their Account Settings. Credits expire one year after the date they were applied to your account, or the date specified in the promotional offer, whichever is the earlier, unless that date is extended in accordance with these terms. Ai-Media does not impose any fee on your use or maintenance of the promotional balance. Your promotional balance is an offer of a discount off purchases, and does not have monetary value until it is used under the terms of the offer. It cannot be transferred to other users or withdrawn for cash, is not reloadable, and has no cash value. Upon making a purchase on the Website, any unused promotional balance will be applied to your purchase. You may continue to use your promotional balance for purchases until such balance is \$0, or any remaining promotional balance expires, in accordance with these terms.

4. Intellectual Property Rights and User Content

4.1 Our Content and Licence

In this Agreement:

1. **“Intellectual Property”** means all copyright, designs and industrial designs, circuit layouts, trademarks service marks and commercial names and designations, trade secrets, know-how, confidential information, patents, invention and discoveries, literary artistic and scientific works, inventions in all fields of human endeavour, and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields; and
2. **“Intellectual Property Rights”** means all rights in the Intellectual Property, including current and future registered and unregistered rights conferred by statute, common law or equity, in any jurisdiction in the world.
3. All Intellectual Property Rights:
 1. in the “Ai-Media” and “Ai-Live” names and logos;
 2. the Websites; and
 3. software in the Websites;(collectively **“Our Content”**) is owned by us or our related entities, or licensed by us.
4. Other than the licence granted in clause 1.e) , you not granted any other rights, title or interest in Our Content, or any Intellectual Property Rights in respect of the Service.

5. You are hereby granted a limited, royalty-free, non-exclusive, non-transferable, revocable licence to use the Websites, and any software in the Websites, for your personal and non-commercial use, for the sole purpose of ordering and obtaining Services from us. We may terminate or suspend this licence at any time, for any reason, with or without notice.

4.2 User Content and Licence

1. Provided we have received full payment of the relevant order of Services, the Intellectual Property Rights in the transcripts, caption files or other directly relevant files that we deliver you for an order ("**Delivered Materials**") are owned by you. You hereby grant us a perpetual, irrevocable, non-exclusive, transferable, royalty-free, worldwide licence to store and use the Delivered Materials for the purposes of archiving and quality assurance testing and controls.
2. In respect of the information or content, including but not limited to images, videos, audio recordings, illustration or texts, regardless of the medium, that you share, use, upload or submit in connection with your access to or use of the Service ("**User Content**"), you agree, represent and warrant that you own (or have sufficient rights to) all right, title and interest in and to such User Content, including, without limitation, all Intellectual Property Rights contained therein.
3. By uploading or providing any User Content you hereby grant and will grant Ai-Media and its related and affiliated companies, contractors and partners a nonexclusive, worldwide, royalty free, fully paid up, transferable, sub-license-able, perpetual, irrevocable license to copy, display, upload, perform, distribute, store, modify and otherwise use your User Content in connection with the operation of the Service and as otherwise permitted under this Agreement, including for clarity's sake the Privacy Policy, in any form, medium or technology now known or later developed.
4. In all cases, you agree, represent and warrant that User Content and our (and our related and affiliated companies ,and contractor's) use of the User Content will not violate any law or infringe any rights of any third party, including but not limited to any Intellectual Property Rights and privacy and publicity rights.
5. You must not upload, use, share or submit any User Content that:
 1. may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you, to any other person, or to any animal;
 2. may create a risk of any other loss or damage to any person or property;
 3. seeks to harm or exploit children including by exposing them to inappropriate content, asking for personally identifiable details or otherwise;
 4. may constitute or contribute to a crime or tort;
 5. contains any information or content that we deem to be unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, hostile, obscene violent, or that which provokes violence or hostility, profane, or otherwise objectionable;

6. contains any information which discriminates against others based on race, religion, sex, sexual orientation, age, disability, ancestry or national origin;
 7. contains any information or content that is illegal (including, without limitation, the disclosure of insider information under securities law or of another party's trade secrets); (h) contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships; or
 8. contains any information or content that you know is not correct and current.
 9. that violates third-party rights of any kind, including without limitation any Intellectual Property Rights or rights of privacy or publicity.
6. We reserve the right to reject and/or remove any User Content that Ai-Media believes, in its sole discretion, violates this clause 4.2 .
 7. You hereby agree that we may advertise you as a customer of our services and accordingly grant us a non-exclusive licence to use your name and trade mark for inclusion in our marketing, advertising, and/or publicity materials.

5. Feedback

We are always striving to improve the Service. You may choose to or we may invite you to submit comments, suggestions, feedback or ideas about the Service, including without limitation about how to improve the Service or our products or features (“Idea”). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place Ai-Media under any fiduciary or other obligation, and that we are free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, Ai-Media does not waive any rights to use similar or related ideas previously known to Ai-Media, or developed by its employees, or obtained from sources other than you.

6. Privacy

6.1 General

1. You acknowledge that by using the Service you will provide to us certain personally identifiable information, and you consent to the collection, use and disclosure of your personally identifiable information and aggregate data as set out in our [Privacy Policy](#).
2. You consent to us using the personal information provided by you to contact you regarding anything connected with the Service, and to contact you for promotional and marketing purposes including but not limited to other goods and services offered by Ai-Media or its related companies and partners, and marketing and promotional campaigns. If you do not want to receive such communications, you may opt out. Opting out may prevent you from receiving communications regarding the Service (including improvements or updates), or marketing and promotional offers.
3. To the extent that any of the User Content you provide us contains any personal information of any person, you agree and warrant that:
 1. you will comply with any applicable laws and regulations, in respect of the collection and disclosure to us of such personal information; and

2. for persons under the age of 18 years, you have obtained the consent of the parent(s)/legal guardian(s) of the relevant person, for the collection and disclosure of such personal information to us, and our use of the personal information; and
3. without prejudice to (ii), you have a lawful basis for the collection and disclosure of such personal information to us, and our use of the personal information.

6.2 Disclosure Rights

Notwithstanding anything in our Privacy Policy, you acknowledge and agree that Ai-Media may preserve content that contains personal information and may also disclose such content, if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to:

1. comply with legal process, applicable laws or government requests;
2. enforce this Agreement;
3. respond to claims that any content violates the rights of third parties; or
4. protect the rights, property, or personal safety of Ai-Media, its users and the public. You understand that the technical processing and transmission of the Service, including content, may involve (i) transmissions over various networks; and (ii) changes to conform and adapt to technical requirements of connecting networks or devices.

6.3 Security

We do not guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.

To report any cyber security incident or if you have any concerns regarding cyber security and Ai-Media, please write to us by email at cyber.security@ai-media.tv.

7. DMCA and Copyright Complaints

7.1 Copyright Complaint

1. We respect the Intellectual Property of others, and we take matters of copyright infringement very seriously. It's our policy to promptly respond to clear notices of alleged copyright infringement that comply with the Digital Millennium Copyright Act ("DMCA").
2. If you are a copyright owner or an agent thereof, and you believe that any content hosted on our Website infringes your copyright, then you may submit a notification pursuant to the DMCA. The fastest way to get a response is to email your notification of claimed copyright infringement to Ai-Media's Copyright Agent at onlinesupport@ai-media.tv (Subject line: "DMCA Takedown Request"). Of course, you can send your notice by physical mail to:
Attention: Copyright Agent
Ai-Media Inc
160 Swiss Ave, San Francisco CA 94131 USA
3. To be effective, the notification must be in writing and contain the following information:
 1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

2. Identification of the copyrighted work claimed to have been infringed.
3. Clear identification of 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 permit us to locate the material. Providing URLs to the alleged infringing content in the body of an email is the best way to help us locate content quickly.
4. Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
5. 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 owner, its agent, or the law.
6. 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.

7.2 Counter-Notification

If you believe that your content was mistakenly removed or disabled by a DMCA takedown request, you have the right to contest the takedown by submitting a counter notice containing the following information to the Copyright Agent:

1. A physical or electronic signature of the user.
2. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled. The disabled content should have been identified by URL in the takedown notice. You simply need to copy the URL(s) that you want to challenge.
3. Include a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or mis-identification of the material to be removed or disabled.
4. Your name, address, and telephone number, and a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if your address is outside of the United States, for any judicial district in which Ai-Media may be found, and that you will accept service of process from the person who provided notification under subsection 7.1(c) or an agent of such person.

7.3 Repeat Infringer Policy

We have adopted a policy of terminating, in appropriate circumstances and at Ai-Media's sole discretion, users who are deemed to be repeat infringers. Ai-Media may also at its sole discretion limit access to the Service and/or terminate the memberships of any users who infringe any Intellectual Property Rights of others, whether or not there is any repeat infringement.

8. Third Party Websites

Our Website may contain links to sites and resources on the Internet that are not owned or operated by Ai-Media and its related companies. Ai-Media does not endorse or approve the

information, graphics or material on these third party websites. You further acknowledge and agree that Ai-Media will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any content, events, goods or services available on or through any such site or resource. Any dealings you have with third parties found while using the Service are between you and the third party, and you agree that Ai-Media is not liable for any loss or claim that you may have against any such third party.

9. Indemnity and Release

To the fullest extent permitted by applicable law, you agree to indemnify and hold Ai-Media harmless from and against all damages, losses, and expenses of any kind (including reasonable attorney fees and costs) arising out of:

1. your breach of this Agreement;
2. any User Content;
3. any activity in which you engage on or through the Service; and
4. your violation of any law or the rights of a third party, including without limitation that the Delivered Materials breaches the Intellectual Property Rights of a third party.

If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favour at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

10. Disclaimer of Warranties

1. YOU UNDERSTAND AND AGREE THAT THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE", AND TO THE EXTENT PERMITTED BY LAW, WITHOUT EXPRESS OR IMPLIED WARRANTY OR CONDITION OF ANY KIND.
2. YOU USE THE AI-MEDIA SERVICE AT YOUR OWN RISK.
3. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AI-MEDIA MAKE NO REPRESENTATIONS AND DISCLAIM ANY WARRANTIES OR CONDITIONS OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.
4. AI-MEDIA MAKES NO WARRANTY THAT (I) THE SERVICE WILL MEET YOUR REQUIREMENTS, (II) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, VIRUS FREE OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, OR (IV) THE QUALITY OF ANY DOCUMENTS, PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS.
5. WE GIVE NO WARRANTY, GUARANTEE OR REPRESENTATION ABOUT THE ACCURACY, RELIABILITY OR TIMELINESS OR OTHERWISE, OF THE INFORMATION CONTAINED ON THE WEBSITES OR OTHERWISE ANY ADVICE OR INFORMATION PROVIDED TO YOU BY US.

6. Nothing in this Agreement is intended to exclude, restrict or modify any statutory guarantees or statutory warranties which apply and cannot be excluded, restricted or modified.

11. Limitation of Liability

1. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AI-MEDIA'S LIABILITY FOR A BREACH OF ANY GUARANTEE OR WARRANTY IMPOSED UNDER THIS AGREEMENT OR AT LAW, OR ANY DISSATISFACTION YOU HAVE WITH THE SERVICE OR A BREACH BY US OF THIS AGREEMENT, IS LIMITED AT AI-MEDIA'S ELECTION TO:
 1. SUPPLYING OF THE SERVICES AGAIN; OR
 2. THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN.
2. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU EXPRESSLY UNDERSTAND AND AGREE THAT AI-MEDIA AND ITS RELATED COMPANIES, OFFICERS, EMPLOYEES, CONTACTORS AND AGENTS, WILL NOT BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY LOSS (INCLUDING WITHOUT LIMITATION FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (WITHOUT REGARD TO WHETHER AI-MEDIA HAS BEEN WARNED OF THE POSSIBILITY OF THOSE DAMAGES)), DAMAGES, COSTS (INCLUDING LEGAL COSTS) OR EXPENSES OF ANY KIND, SUFFERED OR INCURRED BY YOU OR ANY OTHER PERSON, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, ARISING FROM OR IN CONNECTION WITH:
 1. ANY ACT OR OMISSION OF A THIRD PARTY;
 2. THE USE OR THE INABILITY TO USE THE SERVICE;
 3. DELAYS TO, INTERRUPTIONS OF OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE;
 4. ERRORS OR OMISSIONS IN ANY INFORMATION OR INSTRUCTIONS PROVIDED TO US BY YOU IN CONNECTION WITH THE SERVICE;
 5. ANY BUGS, VIRUSES, TROJAN HORSES, OR MALICIOUS SOFTWARE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE BY ANY THIRD PARTY
 6. ANY ACTIONS TAKEN BY US AT YOUR DIRECTION;
 7. ANY ERRORS OR OMISSIONS IN ANY TRANSCRIPTS OR CAPTIONS WE PROVIDE YOU, OR ANY OF THE INFORMATION WE PROVIDE ON THE WEBSITES;
 8. HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICE OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN
 9. ANY BREACH OF THESE TERMS BY YOU;
 10. ANY OTHER MATTER RELATING TO THE SERVICE.
3. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL AI-MEDIA'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED THE AMOUNT YOU HAVE PAID AI-MEDIA IN THE LAST SIX (6) MONTHS, OR, IF GREATER, ONE HUNDRED DOLLARS (\$100).

4. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY. THE EXCLUSIONS OF WARRANTIES AND LIMITATIONS AND EXCLUSIONS OF LIABILITY UNDER THIS AGREEMENT WILL APPLY TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.
5. Notwithstanding any other provision in this Agreement, Ai-Media will not be liable to the you or any other person for any loss, damage, cost, expense or claim, to the extent that the Delivered Materials infringe the Intellectual Property Rights of a third party.

12. Termination

1. You are entitled to terminate this Agreement at any time, by ceasing to use the Service and cancelling your account with us. Without prejudice to any of our other rights, you must immediately pay to us any outstanding amounts owed to us under this Agreement.
2. We can terminate this Agreement at any time, or disable (temporarily or permanently) your use of the Websites and Services at any time, with immediate effect and with or without notice to you, if you:
 1. breach this Agreement in our reasonable opinion; or
 2. commit (or we reasonably suspect that you have committed) any fraudulent, abusive or illegal activity, and we may refer such conduct to appropriate law enforcement authorities.
3. Ai-Media may in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice.
4. If you or Ai-Media terminates this Agreement, then Ai-media may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service.
5. If either you terminate this Agreement under this clause 12 or we effect our rights under clause 12, we will not be liable for any cost, loss, expense, damages or claims suffered or incurred by you or any third-party arising from or in connection with the termination except that where we effect our rights under clause 12.c) and you have placed an order for Services that you have paid in advance but for which we have not completed in part or in full, then we will provide you a reimbursement of fees based on the part of the order we have not completed.
6. Termination of this Agreement does not affect any accrued rights or remedies of either party.
7. The rights and obligations of clauses 4,6,7, 9,10,11,12,13 and 14 survive termination or expiry of this Agreement.

13. Governing Law and Dispute Resolution

13.1 Governing Law

1. You agree that:
 1. the Service will be deemed solely based in Delaware; and

2. the Service will be deemed a passive one that does not give rise to personal jurisdiction over Ai-Media, either specific or general, in jurisdictions other than Delaware.
2. This Agreement is be governed by the internal substantive laws of the State of Delaware, without respect to its conflict of laws principles.
3. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.
4. You agree to submit to the personal jurisdiction of the federal and state courts located in the State of, Delaware for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Arbitration provision below.

13.2 Arbitration

1. Unless a party to this Agreement has complied with all of the provisions of this clause 13.2, that party may not commence court proceedings in connection with any dispute, controversy or arising out of or relating to this Agreement, including its validity, breach or termination (**Dispute**), except where a party seeks urgent interlocutory relief in which case the party need not comply with this clause before seeking such relief.
2. A party claiming that a Dispute has arisen must give written notice to the other party setting out the nature of the Dispute (**Dispute Notice**).
3. The parties must meet (which may be satisfied by means of telephone or video conference) within fourteen (14) days of service of the Dispute Notice with a view to negotiating and resolving the Dispute.
4. In event that the parties are unable to resolve a Dispute by negotiation, within thirty (30) days of the date the Dispute notice is given, then the parties agree to resolve any Dispute by arbitration in accordance with the remainder of this clause:
 1. **If you are located in the United States**, by the American Arbitration Association (“AAA”) under the Commercial Arbitration Rules and Supplementary Procedures for Consumer Related Disputes then in effect for the AAA and where the arbitration will be conducted in in the State of Delaware unless you and Ai-Media agree otherwise;
 2. **If you are located in Australia, New Zealand, Pacific or Asia**, by the Australian Centre for International Commercial Arbitration (“ACICA”) in accordance with the ACICA Arbitration Rules and where the seat of arbitration will be Sydney, Australia; or
 3. **If you are located in the United Kingdom or Europe**, by the London Centre of International Arbitration (“LCIA”) in accordance with the LCIA Rules, and where the seat, or legal place, of arbitration will be London; or
 4. **if you are located in the Canada or another country not specified above**, by the International Centre for Dispute Resolution in accordance with its International

Arbitration Rules, and where the seat, or legal place, of arbitration will be New York; and

5. for any arbitration the number of arbitrators will be one (1), and the language to be used in the arbitral proceedings will be English.
5. In respect of any claims, proceedings or arbitration brought by you, they must be brought in your individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding, and, unless we agree otherwise, any arbitrator may not consolidate more than one person's claims.
6. You agree that, by entering into this Agreement, you and Ai-Media are each waiving the right to a trial by jury or to participate in a class action.

14. General

14.1 Assignment

This Agreement, and any rights and licenses granted hereunder, may not be transferred, novated or assigned by you without our consent. Ai Media may assign, transfer or novate this Agreement, and any rights and licenses granted hereunder, without your consent. Any attempted transfer or assignment in violation hereof will be null and void.

14.2 Notification Procedures

1. Ai-Media may provide notifications to you via email notice, written or hard copy` notice, or through posting of such notice on our Website, as determined by Ai-Media in our sole discretion.
2. You may give notifications to us under this Agreement, in writing and in English, by email to onlinesupport@ai-media.tv
3. Ai-Media is not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us.

14.3 Entire Agreement/Severability.

This Agreement and any amendments, constitutes the entire agreement between you and Ai-Media concerning the Service. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision will not affect the validity of the remaining provisions of this Agreement, which will remain in full force and effect.

14.4 No Waiver.

No waiver of any term of this Agreement will be deemed a further or continuing waiver of such term or any other term, and Ai-Media's failure to assert any right or provision under this Agreement will not constitute a waiver of such right or provision.

15 Notice for California Users

Under California Civil Code Section 1789.3, users of the Service from California 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 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210. You may contact us at onlinesupport@ai-media.tv.

16. Questions and Suggestions

Please contact us at onlinesupport@ai-media.tv to ask us anything about this Agreement or Service.

Schedule 1: Customer Session Rules and Guidelines

1. Definitions:

In this Schedule 1

1. **Audio Description** means audio description services (also known as ‘described video’) for pre-recorded video materials;
2. **Live Audio Description** means audio description services (also known as ‘described video’) for live video/audio;
3. **Captioning** means captioning (open or closed captions) services for pre-recorded audio or video materials, and for the avoidance of doubt does not include Live Captioning;
4. **Event** means any event, lecture or conference that requires Live Captioning services (but for the avoidance of doubt does not include business meetings or appointments);
5. **Live Captioning** means any captioning, note-taking or transcription services required in real-time, including without limitation for any “Communication access real-time translation” and captioning for any media live streamed through any online platform (for example, Facebook or YouTube);
6. **Transcription** means transcription services for pre-recorded audio or video materials, and for the avoidance of doubt does not include Live Captioning.

2. The following Rules and Guidelines apply to all Services:

2. You must upload video or audio files that have good and clean audio quality – that is, where we are able to clearly hear the speech of any person, has minimal background noise and no media defects. You acknowledge that the audio quality might affect the accuracy of the work delivered.
3. You acknowledge and agree that in delivering any transcription and captioning,
 1. Ai-Media considers (without making any warranty) the delivery of accurate work for good audio as including: (1) words being spelled correctly; (2) phrases and sentences making sense as a standalone document; and (3) text is a near exact replication of spoken words;
 2. We do not include unintended speech such as “ums”, “uhs”, stuttered speech, or difficult proper nouns;
 3. We do not correct grammar or proof-read material – we only transcribe what is on the source media.
4. Unless we otherwise agree in writing, any Services that we provide must be paid in full at the time of ordering.

5. You acknowledge that, in order to assist us in providing accurate transcription or captioning, you will provide us with any relevant additional information and/or materials regarding the audio and/or video files you wish to have transcribed or captioned, or the event you wish captioned, for example industry specific jargon, unique names of places or persons. You should not disclose information that is private or confidential in nature.
6. You may request to cancel an order in writing or through the Websites (that is, the relevant customer portal in the relevant Website).
7. Ai-Media may cancel an order at any time before the time the relevant Services are scheduled to commence, in the event of a Force Majeure Event, without any liability to you other than reimbursing you for any fees paid in advance to the extent that you do not agree for the Services under the relevant cancelled order to be rescheduled at another agreed time.

3. The following rules and guidelines apply to Captioning, Transcription and Audio Description:

In respect of any order for Captioning, Audio Description and Transcription, if you cancel an order at any time after Ai-Media has commenced providing the relevant Services, then you must pay to Ai-Media the full amount of the fees applicable to the cancelled order.

4. The following Rules and Guidelines apply to all Live Captioning:

4.1 Booking requests

1. It is your responsibility to make sure all booking details are correct prior to submitting a request.
2. Our fees do not include, and Ai-Media is not liable for, any fees or charges for floor monitors, projectors, projection screens, audio-out technical or other technical requirements, or internet connectivity, that are incurred by you in connection with the Services.
3. Other than Live Captioning for “Ai-Live” sessions, once you make a booking request, your live session will not be confirmed until an Ai-Media captioner has been assigned to that session.
4. In respect of Live Captioning for “Ai-Live” sessions and Live Audio Description:
 1. booking requests are not guaranteed until a confirmation notice has been received from Ai-Media.;
 2. if you place an order during Monday to Friday (during our normal office hours 9am to 5pm) and requests for the Services to be provided within twenty-four (24) hours of the time that you places an order, then Ai-Media has the discretion to refuse or accept the order;
5. if you place an order at any time after 5pm Friday and before 9am of the immediately following Monday, and where the Services are requested to be provided on that immediate Monday, Ai-Media has the discretion to refuse or accept the order.
6. If your Live Captioning session exceeds the allocated time duration booked (Overrun) then you will be billed in 15 minute increments (rounded up) for the duration of that Overrun. Further, if Ai-Media utilised approved partners to provide the Services (whole or in part)

then the Overrun terms and associated fees herein above will be superseded by those of the approved partner if it's Overrun terms and fees are more stringent than that of Ai-Media. We will use reasonable endeavours to provide you with prior notice of such Overrun terms and fees.

4.2 Cancellation and No-Show Policy

1. For Live Captioning of Events:
 - a) If you cancel within 72 hours of the time the Services were scheduled to start, or cancel the order during the Event, then you must pay to Ai-Media the full amount of the fees applicable to the cancelled session.
 - b) If you cancel with more than 72 hours but less than 5 days' notice before the time the Services were scheduled to start, then you must pay to Ai-Media the amount equal to 50% of the fees applicable to the cancelled session.
 - c) If you cancel with more than 5 days' notice before the time of the Services were scheduled to start, then you are not required to make any payment to Ai-Media in respect of that cancelled session.
2. In respect of any order for Live Captioning for sessions that are not Events :
 - a) if you cancel the order within 24 hours before the time the Services were scheduled to start, or cancel the order during the live session, then you must pay to Ai-Media the full amount of the fees applicable to the cancelled session.
 - b) If you cancel the order with more than 24 hours' notice before the time the Services were scheduled to start, then you are not required to make any payment to Ai-Media in respect of that cancelled session.
3. Parties acknowledge that Ai-Media may engage approved partners to provide part or all of the Services. Accordingly, the cancellation terms and associated fees noted above will be superseded by those of the approved partner.
4. To avoid any doubt, you will be required to pay any and all additional costs associated with a cancelled session that have been incurred by Ai-Media, including but not limited to travel, shipping and accommodation costs.
5. In the event that Ai-Media's captioner employees or contractors are unavailable due to a Force Majeure Event (and where Ai-Media is unable to find a suitable replacement), or where during the live session Ai-Media is incapable of continuing to deliver the relevant Services for the session due to a Force Majeure Event, then Ai-Media may cancel the session and you must pay the fees for the Services that have been actually delivered by Ai-Media for the live session up to the time of cancellation, on a pro-rata basis (per-minute).

4.3 Late Sessions

If you are late for your scheduled Live Captioning or Live Audio Description session, you will still be billed from the start of the scheduled time.

4.4 Ending a Live Captioning Early

If your Live Captioning or Live Audio Description session ends prior to the scheduled end time, you will still be charged for the full scheduled time.

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Ai-Media Technologies LLC		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate		Exempt payee code (if any) _____
	<input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <u>S</u> Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.		Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶		(Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) See instructions. 241 W. Federal St. #201-B		Requester's name and address (optional)
6 City, state, and ZIP code Youngstown, OH 44503			
7 List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
2	0	-	8	3	8	4	2	0	7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ 2 July 2021
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.