

Terms of Service

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These Terms of Use govern your use of any website (hereinafter, "Site") owned or operated by Taihe Institute, including but not limited to Taiheinstitute.org. These Terms of Use together with our Privacy Policy and any Additional Terms (as defined below) (collectively, the "Terms") constitute your complete agreement regarding your use of the Site and any services owned or operated by or otherwise related to the Site ("Services"). By using the Site or Services, you agree to the Terms.

READ THESE TERMS OF USE CAREFULLY. THEY REQUIRE BINDING ARBITRATION FOR THE RESOLUTION OF DISPUTES AND WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION AGAINST US.

1. ELIGIBILITY

You must be of legal age to use the Site or the Services.

2. ADDITIONAL TERMS

Your use of certain Services or participation in sweepstakes, contests, or promotions (collectively, "Promotions") may be subject to additional terms and conditions or rules ("Additional Terms"). Where Additional Terms apply, we will make them available for you to read before you use that Service or participate in the Promotion. By using such Services or participating in such Promotion, you agree to the Additional Terms.

3. USE OF THE SITE AND SERVICES

You are responsible for your use of the Site and Services, and for any use of the Site or Services made using your account. By posting, transmitting, or submitting any information or communication through the Site or Services ("User Content"), you agree that you are solely responsible for the content and consequences of such User Content. To promote this goal, we prohibit certain kinds of conduct and User Content that may be harmful to other users or to us. When you use the Site or Services or submit User Content, you may not:

- use the Site or the Services other than for personal, non-commercial purposes;
- copy, download, stream capture, reproduce, duplicate, archive, distribute, upload, publish, modify, broadcast, perform, display, sell, transmit or retransmit any content you access on the Site or the Services, other than as expressly permitted;

- violate any law or regulation;
- violate or infringe other people's intellectual property, privacy, publicity, or other legal rights;
- submit anything that is illegal, abusive, harassing, harmful to reputation, pornographic, indecent, profane, obscene, hateful, racist, derogatory, or otherwise objectionable;
- send unsolicited or unauthorized advertising or commercial communications, surveys, contests, chain letters, repetitive posts, and other spam communications;
- transmit any malicious or unsolicited software;
- stalk, harass, harm, embarrass, or threaten another individual;
- impersonate or misrepresent your affiliation with someone else;
- use any means to "scrape," "crawl," or "spider" any web pages contained in the Site (although we may allow operators of public search engines to use spiders to index materials from the Site for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such materials, and we reserve the right to revoke these exceptions either generally or in specific cases);
- use any means to harvest or otherwise collect or state personal information of other users;
- communicate the address, email address, or phone number of another person without prior consent;
- use automated methods to use the Site or Services in a manner that sends more requests to our servers in a given period of time than a human can reasonably produce in the same period by using a conventional web browser;
- modify, make derivative works of, disassemble, reverse engineer or reverse compile any part of the Site;
- access or view the Site in order to build a similar or competitive website, product or service to the Site or the Services; or
- interfere with or disrupt the Site or Services.

We reserve the right (but are not obligated) to, without limitation and in our sole discretion:

- record communications through the Site or Services;
- investigate any alleged violations of our Terms;
- monitor, edit, disclose, or remove any User Content that, in our sole discretion, violates these Terms; or
- disclose any User Content or communication to law enforcement or to satisfy any law, regulation, or governmental request.

Your experience using the Site and Services may be affected by many factors such as your device hardware, location, available bandwidth and/or speed of your internet connection. Please check with your Internet provider for information regarding your Internet connection. We make no warranties regarding the quality of your viewing experience due to the variety of factors that could affect it.

4. ACCURACY OF DATA

We make no claims or promises about the quality, accuracy, or reliability of any content available on or through the Site or Services. We are not liable for any loss or damage that might arise from your reliance on any content available on or through the Site or Services.

5. OWNERSHIP

We own or license the content on the Site and Services, including software, text, visual and audio content ("Content"), Taihe Institute trademarks, trade names, logos, and brand elements ("Taihe Institute Marks") and the trademarks, trade names, logos and brand elements of third-party goods and services that may be offered on the Site or through the Services ("Third-Party Marks"). The Content, Taihe Institute Marks and Third-Party Marks are protected under international laws. Except pursuant to applicable law, you may not reproduce, publish, republish, display, copy, use, distribute, create derivative works from, or otherwise exploit any Taihe Institute Marks, Third-Party Marks, articles or Content from the Site or Services, without obtaining our prior written consent.

Subject to these Terms, we hereby grant to you a personal, non-exclusive, non-transferable, royalty-free, non-sublicensable, revocable, limited license to access, view and use the Site and Services solely for personal and non-commercial use. The Site and Services are provided to you on a temporary basis and we reserve the right to withdraw or restrict access to all or any part of the Site or Services at any time.

6. FEEDBACK

We always welcome and appreciate your feedback and suggestions. You understand that we cannot necessarily respond to or implement feedback or suggestions. You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information provided by you to us are yours personally and not owned by a commercial entity. You grant us a worldwide, unrestricted, royalty-free license to distribute, publish, modify, edit or otherwise use your submissions for any purpose, commercial or otherwise, without any acknowledgement of or compensation to you.

7. DIGITAL COPYRIGHTS

We respect the intellectual property rights of others. Upon proper notice, we will remove applicable content that violates copyright law and terminate the accounts of repeat infringers. If you believe your work has been copied in a way that constitutes copyright infringement, please contact us with all of the following information:

- identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works;
- identification of the claimed infringing material and information reasonably sufficient to permit us to locate the material on the Site;
- information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- a statement by you, made under penalty of perjury, that the above information in your notification is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf; and
- your physical or electronic signature.

8. PRIVACY

We respect your privacy. Our Privacy Policy, located here explains how we collect, use, and disclose information about you in connection with the Site and the Services. By using the Site or the Services, you agree to the Privacy Policy.

By using the Site and Services, you consent to receiving electronic communications from us related to your use of the Site and Services including, but not limited to, announcements regarding changes to these Terms or our Privacy Policy and pre-renewal notifications.

9. LINKS

Our Site and Services may contain links to other websites. A link to a third party's website does not mean that we endorse it or that we are affiliated with it. We are not responsible or liable for any damage or loss related to the use of any third-party website. You should always read the terms and conditions and privacy policy of a third-party website before using it.

10. CHANGES AND CORRECTIONS TO THE SITE OR SERVICES

We enhance and update the Site and Services often. We may change or discontinue the Site or any Services, with or without notice to you. We reserve the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice. We do not guarantee the continued availability of any content or features of the Site or Services.

11. DISCLAIMER AND LIMITATIONS ON OUR LIABILITY

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Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations and disclaimers may not apply to you. To the extent Taihe Institute may not, as a matter of applicable law, disclaim any implied warranty or limit its

liabilities, the scope and duration of such warranty and the extent of Taihe Institute liability will be the minimum permitted under such law.

12. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Taihe Institute and its Affiliates from and against any and all claims, liabilities, damages, losses, costs, expenses, fees of any kind (including reasonable attorneys' fees and legal costs), arising from or relating to: (a) any information (including feedback or any other content) that you or anyone using your account submit, post, or transmit through the Site or Services; (b) the use of the Site or Services by you or anyone using your account; (c) the violation of these Terms by you or anyone using your account; or (d) the violation of any rights of any third party, including intellectual property, privacy, publicity, or other proprietary rights by you or anyone using your account. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. If we do assume the defense of such a matter, you will reasonably cooperate with us in such defense.

13. DISPUTE RESOLUTION

Any controversy, claim, or dispute arising out of or related to these Terms (or the interpretation, performance, or breach of them), the Site, or the Services, including but not limited to alleged violations (a "Dispute") shall be solely and exclusively resolved according to the procedures set forth in this paragraph. If we are unable to resolve any Dispute through informal means, either party may initiate binding arbitration of such Dispute. The arbitration shall be initiated and conducted according to the JAMS/Endispute Comprehensive Arbitration Rules and Procedures in effect as of the date hereof, including the Optional Appeal Procedure provided for in such rules (the "Arbitration Rules"). The arbitration shall be conducted in Beijing, before a single neutral arbitrator appointed in accordance with the Arbitration Rules. The arbitrator's decision shall be controlled by these Terms, including any applicable Additional Terms. No Disputes may be arbitrated on a class or representative basis; arbitration can decide only the individual Dispute and the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated. BY ENTERING INTO THESE TERMS, YOU HEREBY IRREVOCABLY WAIVE YOUR RIGHT TO A TRIAL AND ANY RIGHT YOU MAY HAVE TO JOIN CLAIMS WITH THOSE OF OTHERS IN THE FORM OF A CLASS ACTION OR SIMILAR PROCEDURAL DEVICE. ANY CLAIMS ARISING OUT OF, RELATING TO, OR CONNECTED WITH THESE TERMS MUST BE ASSERTED INDIVIDUALLY. The arbitrator shall not have the power to award punitive damages against any party. Without limiting the foregoing, any lawsuit filed relating to these Terms, the Site, Services, or your relationship with us, must be filed in the courts sitting in Beijing and you agree to irrevocably submit to the exclusive personal jurisdiction of such courts.

14. OTHER PROVISIONS

We will be excused from failures or delays in delivery or performance of the Site and/or Services, if such failure or delay is attributable to causes beyond our reasonable control including but not limited to weather, acts of God, natural disaster, war, terrorist attack, disease, epidemic/pandemic, criminal activity, riot, civil unrest, strike, or utility failure. These Terms will be governed by and construed in accordance with the laws of Beijing, without giving effect to any conflict of laws rules or provisions.

If any provision of these Terms is found to be unlawful, void, or unenforceable, then that provision will be deemed severable from these Terms and will not affect the validity or enforceability of any remaining provisions. It is the parties' intention that the court or arbitrator modify such invalid provision to give it the fullest effect permissible under applicable law.

Our failure to enforce any right or provision of these Terms will not act as a waiver of such right or provision and will not prevent us from enforcing such right or provision or any other right or provision in the future.

These Terms, and any rights and licenses granted to you hereunder, may not be transferred or assigned by you without our written permission. We may assign or transfer our rights, licenses, and obligations under these Terms without restriction, including without limitation in connection with a merger, acquisition, a sale of assets or by operation of law.

15. CHANGES TO THESE TERMS

We may, in our sole discretion, modify the Terms from time to time. If a change is material, as determined by us in our sole discretion, we will provide at least fourteen (14) days' notice prior to the effective date of the change via a post on the Site and/or email to you. By not terminating your relationship with us prior to the effective date of the change, you acknowledge and agree that you shall be bound by the updated Terms. We suggest periodically visiting this page of the Site to review these Terms.