

# **RALLIO**

## **TERMS OF USE AGREEMENT**

### **1. Your Acceptance.**

Welcome to the Rallio.com website. Your use of this Rallio Technology Platform and Website (“Rallio Website”) and the services provided through or in connection with the Rallio Website (“Services”) and viewing of the associated content (“Content”), is subject to this Terms of Use Agreement (“Terms of Use”).

**IMPORTANT READ CAREFULLY:** This Agreement is a legal and binding agreement between You (“You” or “Your”) and SocialWise, Inc., d.b.a., Rallio (“Rallio”) for the use of Rallio Technology Platform, Rallio Website, Services and Content as set forth and defined herein. All other products and services will be governed by other terms and conditions from Rallio.

**YOU ARE ABOUT TO DOWNLOAD, INSTALL AND/OR USE THE RALLIO WEBSITE, THE RALLIO TECHNOLOGY PLATFORM AND/OR CONTENT PROVIDED TO YOU BY RALLIO, ITS LICENSEES AND/OR AGENTS.**

**BY CLICKING ON THE “ACCEPT” BUTTON OR OTHERWISE INSTALLING OR USING ANY PART OF THE RALLIO WEBSITE AND/OR THE RALLIO TECHNOLOGY PLATFORM, AS WELL AS ACCESSING AND USING THE SERVICES AND/OR CONTENT IN ANY MANNER. YOU ARE CONSENTING TO BECOME A PARTY TO THESE TERMS OF USE AND TO BE BOUND BY ITS TERMS. YOUR WRITTEN APPROVAL IS NOT A PREREQUISITE TO THE VALIDITY OR ENFORCEABILITY OF THESE TERMS OF USE. THE RALLIO PRIVACY, ACCEPTABLE USE, INTELLECTUAL PROPERTY, SPAM AND/OR FAIR USE POLICIES ARE APPLICABLE AND INCORPORATED BY REFERENCE HEREIN.**

**IF YOU DO NOT WANT TO BECOME A PARTY TO THESE TERMS OF USE OR DO NOT AGREE WITH OR CANNOT COMPLY WITH ALL OF ITS TERMS, DO NOT CLICK ON THE “ACCEPT” BUTTON, INSTALL AND/OR USE ANY PART OF THE RALLIO WEBSITE, THE RALLIO TECHNOLOGY PLATFORM AND/OR CONTENT.**

Please note that each time You use the Rallio Website and/or Services, You agree to be bound by the following Terms of Use. If You do not agree to any of these terms, then You must immediately discontinue Your use of the Rallio Website and Rallio Technology Platform. If You are accessing and using the Services on behalf of a company or other legal entity, You represent and warrant that You have the authority to bind the company or other legal entity to these terms. These Terms of Use may be updated by Rallio from time-to-time without notice to You.

### **2. Users**

These Terms of Use apply to all employees, consultants, contractors, agents, representatives, customers, visitors, and/or other designees who, by means of identification, passwords and/or forms of authorization and who are authorized by You to view the Rallio Website, Rallio Technology Platform, Services and/or Content (“You”, “Your” or “Authorized User(s)”). Authorized Users may also be contributors of documents, images, photos, audio, video, information, and other materials, Content and/or services on the Rallio Website (“User Submissions”: Customer Content”).

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### 3. Rallio Services.

3.1. *Support Services.* Rallio shall use commercially reasonable efforts to make the Services available to You and Your Authorized Users for the number of seats purchased. Support services will be provided every day between the hours of 9:00am to 5:00pm Pacific Time. Services may be provided to Authorized Users.

3.2. *Updates and Functionalities.* You acknowledge that from time-to-time that Rallio may provide updates to the Services. As a part of the Rallio Services, Rallio may provide, implement, configure, install, support and maintain at its own cost any and all Updates, upgrades, enhancements, improvements, releases, corrections, bug fixes, patches, and modifications to the Services that may provide changes in the appearance and/or functionality of the Services (including the addition, modification, or removal of functionality, features or Content) (collectively "Updates"). You acknowledge that the Services interoperate with other social networking sites that may be supported by the Services, (e.g. LinkedIn, Facebook, Yelp, Twitter, Pinterest, etc.) ("Interfacing Platforms"), and that the Services provided are dependent on the availability of such Interfacing Platforms. If at any time any Interfacing Platforms cease to make their programs available to Rallio on reasonable terms, Rallio may cease to provide such features to You without entitling You to refund, credit or other compensation.

3.3. *Sandbox.* The Sandbox is a feature of the Services provided by Rallio. Customer Content is streamed into the Sandbox to be reviewed by others at Your business and reposted to the Authorized User's own pages as Authorized User Content and access and Use by other Authorized Users.

3.4. *Third-Party Websites.* The Rallio Website may contain links to third-party websites that are not owned or controlled by Rallio. Rallio has no control over, and assumes no responsibility for the content, privacy policies and/or practices of any third party websites. In addition, Rallio will not and cannot censor or edit the content of any third-party website. By using the Rallio Website, You expressly relieve Rallio from any and all liability arising from Your use of any third-party website. Accordingly, we encourage You to be aware when You leave the Rallio Website and to read the terms of use and privacy policy of each website that You visit.

3.5. *Communications.* As a part of the Services, Rallio reserves the right to send messages to You to inform You of (a) changes or additions to the Rallio Website, Rallio Technology Platform, these Terms of Use and/or the Fee Schedule(s), (b) violations of these Terms of Use or actions relating to Your access and Use of the Rallio Technology Platform, Rallio Website and/or the Services, or (c) any other matters related to the Rallio Technology Platform, Rallio Website, Services or these Terms of Use. Nothing in this provision shall require or obligate us to send any notice if no notice is required or mandated elsewhere in these Terms of Use.

### 4. Rallio License.

4.1. *Rallio License.* Subject to Your compliance with the terms and conditions of these Terms of Use, Rallio hereby grants to You a limited, (without a right of sublicense) personal, non-exclusive, limited, non-assignable and non-transferable license to access and/or use the Rallio Website, the Rallio Technology Platform and/or Content for personal and business

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purposes in accordance with these Terms of Use (“Use”). You are responsible for all fees and costs associated with Use of the Rallio Technology Platform, Rallio Website, Services and/or Content. All right, title and interest in and to the Rallio Technology/ Platform, Content and/or Services not expressly granted herein are reserved by Rallio.

4.2. *License for Customer Content: Sandbox.* You agree to grant Rallio a non-exclusive, perpetual, worldwide, fully paid-up, royalty-free license to access, use (in various forms and media), transmit, publicly display, reproduce, distribute and perform other operations in order to perform the Services, store, manipulate and share the Customer Content in the Sandbox and other uses, including storing, categorizing and/or archiving the Customer Content for its purposes relating to the Services and/or the Sandbox. You grant Rallio and/or other Authorized Users the right to access, use and distribute (with right of sublicense) and/or other rights to use Customer Content for the particular Authorized User’s purposes. Additional terms and conditions regarding User Submissions and Customer Content are addressed in the User Submission: Customer Content Policy.

4.3. *License Restrictions.*

4.3.1. General Restrictions.

4.3.1.1. You shall not (nor shall You permit anyone else to) directly or indirectly: (i) copy (except as expressly set forth above), modify or distribute the Content or any portion thereof without the advance written consent of Rallio, (ii) reverse engineer, disassemble, decompile or otherwise attempt to discover the structure, sequence and organization of the Rallio Technology Platform or any portion thereof (except where the foregoing is permitted by applicable local law, and then only to the extent so permitted); (iii) rent or lease Use of the Rallio Technology Platform or any portion thereof to a third party, of otherwise Use or allow the Use of the Rallio Technology Platform or any portion thereof to be used for any commercial purpose or on behalf of any third party without being properly compensated (as determined by Rallio); (iv) remove or obscure any proprietary notices on the Rallio Technology Platform and/or Rallio Website; (v) distribute copies of the Content to others (electronically or otherwise) without the advance written consent of Rallio; (vi) use a previous version of the Content after You receive a new version and are asked to discontinue use the previous version; (vii) export or re-export the Content in violation of any laws or regulations; (x) make any single copy of the Content and/or Use of the Rallio Technology Platform available for Use by multiple Users over any network or from any remote workstation or terminal.

4.3.1.2. For individual Authorized Users, the Rallio Website and data generated by it, is made available for personal, non-commercial Use only. For business Authorized Users, the Rallio Website, Rallio Technology Platform and/or Content and data generated by it, is made available for internal Use only and may not be commercially redistributed.

4.3.1.3. Rallio may suspend Your access to the Services for i) Use not in compliance with these Terms of Use, including any policies, ii) User Submissions that lack accuracy, quality, integrity and/or legality, iii) allowing unauthorized access to the Rallio Technology Platform, Rallio Website and access to and use of the Services and/or Content, iv) Use not in compliance

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with applicable laws and regulations, v) improper Use of the Rallio Technology Platform, Content, Rallio Website and/or Services, including, but not limited to, making a transfer, assignment, transmission and/or similar action, and vi) improper Use for storing or transmitting any Content, that may be infringing, defamatory, threatening, harmful or otherwise tortuous or unlawful or otherwise violates the Rallio Acceptable Use Policy.

4.3.1.4. *Additional Restrictions.* Rallio may permanently or temporarily terminate, suspend, or otherwise refuse to permit Users' access to the Rallio Website, Rallio Technology Platform and/or Services without notice and liability, if, in Rallio's sole determination, User violates any of the Terms of Use, including the following prohibited actions; (i) use the Rallio Website, Rallio Technology Platform and/or Services for any illegal purpose or to submit, transmit or facilitate the distribution of information or content that is unlawful, harmful, abusive, racially or ethnically offensive, vulgar, obscene, sexually explicit, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, libelous, threatening, or in a reasonable person's view, objectionable; (ii) submit, transmit, promote or distribute information or content that is illegal; (iii) attempt to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Rallio Website and/or Rallio Technology Platform; (iv) take any action that imposes, or may impose at Rallio's sole discretion an unreasonable or disproportionately large load on Rallio's infrastructure; (v) upload invalid data, viruses, worms, or other software agents through the Rallio Website and/or Rallio Technology Platform; (vi) use any robot, spider, scraper or other automated access the Service for any purpose without our express written permission; (vii) impersonate another person or otherwise misrepresent Authorized Users' affiliation with a person or entity, conduct fraud, hide or attempt to hide Users' identity; (viii) submit, upload, post, email, transmit or otherwise make available any information or content that Authorized User does not have a right to make available under any law or under contractual or fiduciary relationships; (ix) interfere with the proper working of the Rallio Website and/or Rallio Technology Platform; or, (x) bypass the measures that Rallio may use to prevent or restrict access to the Rallio Website. Upon termination for any reason, User continues to be bound by these Terms of Use.

4.3.1.5. *Third-Party Information.* You understand that by using the Services You may be exposed to third-party content, links, posts, excerpts and other information that might be unlawful, harmful, inaccurate or otherwise inappropriate. Rallio does not own, control or review such information and shall not be considered "Customer Content". Such information may be indecent, offensive, inaccurate, unlawful or otherwise objectionable. Rallio has no obligation to preview, verify, flag, modify, filter, or remove such information, even if requested to do so, although Rallio may do so in its sole discretion. Your Use of such information is at Your sole risk, and Rallio shall not be liable to You or any third party in relation to such information.

4.4. *Specific Conditions.* As a specific condition of these Terms of Use, (i) You agree to defend and indemnify Rallio and its licensors from and against any damages, costs, liabilities, settlement amounts and/or expense (including attorney's fees) incurred in connection with any claim, lawsuit or action by any third party that arises or results from the use of the Rallio Technology Platform, Rallio Website and/or Content; (ii) You agree to use the Rallio Technology Platform, Rallio Website, Services and/or Content in compliance with all applicable laws, including without limitation copyright and/or other intellectual property laws, and that You will not copy, transmit, perform or distribute any audio, video or other Content and/or Use the Rallio Technology Platform and/or Rallio Website, without obtaining all necessary licenses or

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permissions from the owner of the Content, (iii) You acknowledge the Rallio Technology Platform, Rallio Website and/or Services and its features and functions, when used alone or in combination with a computing device or other systems, may be protected by one or more United States and/or foreign patents and/or other intellectual property rights. Rallio reserves the right to update any and all listing of patents and/or other intellectual property that may cover the Rallio Technology Platform, Rallio Website and/or Services and You should not consider the absence of any listing to be an indication that no patents and/or other intellectual property cover the Rallio Technology Platform, Rallio Website and/or Services.

*4.5. Responsibility for User Submissions and Customer Content.* You are solely responsible for the User Submissions and/or Customer Content that You or Authorized Users upload, publish, display, link to, or otherwise make available via the Services, and You agree that Rallio is only acting as a medium for the online distribution and publication of the User Submissions and Customer Content and the online display. Rallio will not review, share, distribute, or reference any User Submission and/or Customer Content except as provided herein, as provided in Rallio Privacy Policy and Intellectual Property, or as may be required by law. Notwithstanding the foregoing, Rallio retains the authority to remove any User Submission and/or Customer Content uploaded that it deems in violation of this Agreement, at its sole discretion.

*4.6. Prohibition on Spam.* The Rallio Website, Rallio Technology Platform and the Services may not be used for the sending unsolicited email messages (“Spam”). All messages sent by means of the Rallio Website or the Services shall be in compliance with the Rallio Anti-Spam Policy. You are responsible for ensuring that Your use of the Rallio Website and the Services do not generate a number of Spam or other complaints in excess of industry norms. We may terminate Your access to or use of the Rallio Website, Rallio Technology Platform and the Services if we determine that Your level of Spam or other complaints is higher than industry standard.

*4.7. Use and Access of the Rallio Website, Rallio Technology Platform and/or Content: Additional Terms and Conditions*

4.7.1. Rallio hereby grants You permission to Use on a non-exclusive basis the Rallio Website as set forth in these Terms of Use for personal or business, provided that: (i) Your use of the Rallio Website, the Rallio Technology Platform and/or Content is solely for Your personal, noncommercial Use; (ii) You will not copy or distribute any part of the Rallio Technology Platform and/or Content in any medium without Rallio’s prior written authorization; (iii) You will not alter or modify any part of the Rallio Website, Rallio Technology Platform and/or Content other than as may be reasonably necessary to Use the Rallio Website for its intended purpose; and (iv) You will otherwise comply with the terms and conditions of these Terms of Use.

4.7.2. In order to access some features of the Rallio Website, Rallio Technology Platform and/or Content, You may have to create an account. You may never Use another’s account without permission. When creating Your account, You must provide accurate and complete information. You are solely responsible for the activity that occurs on Your account, and You must keep Your account password secure and including keeping Your password and user name confidential and not permitting. You must notify Rallio immediately of any breach of security or unauthorized use of Your account, including any loss, theft and/or other unauthorized

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disclosure or Use of Your (or any Authorized User's) user name, password and/or account. Although Rallio will not be liable for Your losses caused by any unauthorized use of Your account, You may be liable for the losses of Rallio or others due to such unauthorized use.

4.7.3. *Third Party Sites.* When You access the third-party websites, You are doing so at Your own risk. Such use is governed solely by the terms and conditions of such third-party website and/or services including, but not limited to, content or use of correspondence, contracts, transactions and/or other interactions with third-party websites.

4.7.4. *Fair Use Policy.* Rallio may suspend Your access to the Services for abusive practices that degrade the performances of the Services.

### **5. Intellectual Property Rights**

5.1. *Ownership.* The Services provided by or carried out by the systems, process and/or methods incorporated into the Rallio Website and/or Rallio Technology Platform are owned by or licensed to Rallio and are subject to copyright, trademark, patent and other intellectual property rights under United States and foreign laws and international conventions. The Content, including without limitation, (i) text, software, scripts, graphics, photos, sounds, music, videos, interactive features, and associated intellectual property rights, including, trademarks, service marks and logos contained therein are owned by Rallio and/or other applicable party.

5.2. *Copyright and Trademark Information.* The Rallio Website and the information it contains, are the property of Rallio and, in some cases, its affiliates and licensors, and are protected by United States and international intellectual property laws.

5.3. *Reservation of Rights.* Rallio reserves all rights not expressly granted in and to the Services, Rallio Technology Platform, Rallio Website and Content. All copyright and other proprietary notices contained therein must be included on any copies of Content and/or other materials provided by Rallio. You agree not to circumvent, disable or otherwise interfere with security related features of the Rallio Website and/or Rallio Technology Platform or features that prevent or restrict the use or copying of any Content or enforce limitations on use of the Rallio Website, Rallio Technology Platform and/or the Content therein.

5.4. *User Submissions and Customer Content.* User Submissions and Customer Content are not considered to be proprietary or confidential.

5.5. *Prohibited Uses.* You agree to not engage in the use, copying, or distribution of any of the Content, Rallio Website, Rallio Technology Platform, Services and any results therefrom other than expressly permitted herein.

### **6. Cookies.**

6.1. Rallio may set and access cookies on Your computer. A cookie is a small data string our server writes to Your hard drive. This data string contains Your unique user ID for the Rallio Website. This technology also allows us to customize Your experiences when You visit the Rallio Website.

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6.2. Rallio may collect non-personally identifiable information regarding Your visit, usually in the form of cookies, log files, or clear .gif files. Cookies contain a session identification number that our systems use to recall previous authentication or order information from our servers. Rallio may also collect Your domain name, IP address, the address of the last URL You visited prior to coming to the Rallio Website, and Your browser and platform type. Rallio may use navigation and localization services to target advertisements and Content based on where You are located. Rallio may use tracking services to help Rallio analyze this information in the aggregate to evaluate the effectiveness of the Rallio Website, Rallio Technology Platform and/or Services. In some cases, the information is collected directly by the third party and by others is forwarded by Rallio to the third party.

6.3. A cookie cannot be used to access or otherwise compromise the data on Your hard drive. Rallio will use commercially reasonable efforts to protect Your privacy. However, at any time You may choose to change Your browser settings to disable cookies if You do not want us to establish and maintain a unique website user ID for You. Please be aware that cookies may be required to complete certain functions on the Rallio Website, such as ordering online. Please consult the instructions provided by Your browser provider to change Your browser settings, remove cookies or to disable cookies.

#### **7. Warranty Disclaimer.**

7.1. ANY CONTENT, ACCESS TO RALLIO TECHNOLOGY PLATFORM ON THE RALLIO WEBSITE SERVICES AND ANY RESULTS PROVIDED WHEREFROM ARE PROVIDED TO YOU AS IS FOR YOUR INFORMATION AND USE ONLY AND MAY NOT BE USED, COPIED, REPRODUCED, DISTRIBUTED, TRANSMITTED, BROADCAST, DISPLAYED, SOLD, LICENSED, OR OTHERWISE EXPLOITED FOR ANY OTHER PURPOSES WHATSOEVER WITHOUT THE PRIOR WRITTEN CONSENT OF THE RESPECTIVE OWNERS.

7.2. YOU AGREE THAT YOUR USE OF THE RALLIO WEBSITE, RALLIO TECHNOLOGY PLATFORM, SERVICES AND CONTENT SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, RALLIO, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE WEBSITE AND YOUR USE THEREOF. RALLIO MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE CONTENT OR THE CONTENT OF ANY SITES LINKED TO THE RALLIO TECHNOLOGY PLATFORM OR RALLIO WEBSITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE RALLIO WEBSITE, RALLIO TECHNOLOGY PLATFORM OR CONTENT (III) ANY UNAUTHORIZED ACCESS TO OR USE OF RALLIO'S SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE RALLIO WEBSITE, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE RALLIO WEBSITE BY ANY THIRD PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE

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OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE RALLIO WEBSITE. RALLIO DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE RALLIO WEBSITE OR THROUGH ANY HYPERLINK.

**8. Limitation of Liability.**

8.1. *Liability.* TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL RALLIO'S AGGREGATE LIABILITY FOR ALL CLAIMS OF ANY KIND, INCLUDING ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER BY STATUTE, CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE GREATER OF (I) THE FEES PAID BY YOU FOR THE SERVICES HEREUNDER DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE AND (II) \$500. RALLIO DOES NOT OFFER ANY WARRANTY OR REMEDIES FOR THE INTERRUPTION OR CESSATION OF ACCESS OR TRANSMISSION TO OR FROM THE SERVICES.

8.2. *Limitation of Liability.* IN NO EVENT SHALL RALLIO, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING LOSS OF PROFITS, GOODWILL, USE OR DATA OR OTHER INTANGIBLE LOSSES RESULTING FROM ANY (I) ANY OF THE LIMITATIONS OF LIABILITY HEREIN, (II) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (III) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE RALLIO WEBSITE AND/OR RALLIO TECHNOLOGY PLATFORM, (IV) ANY UNAUTHORIZED ACCESS TO OR USE OF THE RALLIO WEBSITE AND/OR RALLIO TECHNOLOGY PLATFORM AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (V) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE RALLIO WEBSITE, (VI) ANY USE OF, OR INABILITY TO USE, THE SERVICES OR ANY OTHER ASPECT OF THESE TERMS OF USE (VII) ANY BUGS, VIRUSES, TROJAN HORSES, OR SIMILAR, WHICH MAY BE TRANSMITTED TO OR THROUGH THE RALLIO WEBSITE AND/OR RALLIO TECHNOLOGY PLATFORM BY ANY THIRD PARTY, AND/OR (VII) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE BY THE RALLIO WEBSITE AND/OR RALLIO TECHNOLOGY PLATFORM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. YOU SPECIFICALLY ACKNOWLEDGE THAT RALLIO SHALL NOT BE LIABLE FOR DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING IS THE SOLE RESPONSIBILITY OF YOU AND AUTHORIZED USERS. IN ADDITION, RALLIO WILL, UNDER NO CIRCUMSTANCES BE LIABLE FOR ANY DAMAGE, INJURY OR LOSS FOR RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR



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USE OF THE SERVICES OR YOUR ACCOUNT FOR THE INFORMATION CONTAINED THEREIN.

8.3. *Essential Purpose.* THE PARTIES ACKNOWLEDGE AND AGREE THAT THE ESSENTIAL PURPOSE OF THIS SECTION IS TO ALLOCATE THE RISKS UNDER THESE TERMS OF USE BETWEEN THE PARTIES AND LIMIT THEIR POTENTIAL LIABILITY GIVEN THE FEES CHARGED UNDER THESE TERMS OF USE. THE PARTIES HAVE RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO ENTER INTO THESE TERMS OF USE. TO THE EXTENT THAT THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES ARE NOT ENFORCEABLE IN YOUR JURISDICTION, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

8.4. *Third Party Products, Data and Content.* The Rallio Website and/or Rallio Technology Platform may work in conjunction with or rely upon third party products, data and/or content that are not owned or controlled by Rallio in any way and which are used at Your own risk. Rallio disclaims all liability that might arise from the use of such products, data or content. Rallio does not verify the validity or accuracy of such products, data and content and Your right to Use, copy or do anything with such products, data or content is solely at the discretion of the third party provider of such products, data and content.

8.5. *Location.* The Rallio Website and/or Rallio Technology Platform are controlled and offered by Rallio from its facilities in the United States of America. Rallio makes no representations that the Rallio Website and/or Rallio Technology Platform are appropriate or available for use in other locations. Those who access or use the Rallio Website and/or Rallio Technology Platform from other jurisdictions do so at their own volition and are responsible for compliance with local law.

**9. No Third-Party Beneficiaries**

You agree that, except as otherwise expressly provided in this Terms of Use, there shall be no third-party beneficiaries to these Terms of Use.

**10. Indemnity**

In addition to the other terms herein, You agree to defend, indemnify and hold harmless Rallio, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including, but not limited to, attorney's fees) arising from: (i) Your use of and access to the Rallio Website, Rallio Technology Platform, Services and/or Content; (ii) Your violation of any term of these Terms of Use; (iii) Your violation of any third party right, including without limitation any copyright, property, patent, or privacy right; or (iv) any claim that one of Your User Submissions, as applicable, caused damage to a third party. This defense and indemnification obligation will survive these Terms of Use and Your Use of the Rallio Website and/or Rallio Technology Platform.

**11. Ability to Accept Terms of Use**

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By Your use of the Rallio Website, Rallio Technology Platform, Services and/or Content, You affirm that You are either at least 18 years of age, an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Use, and to abide by and comply with these Terms of Use.

**12. Assignment**

These Terms of Use, and any rights and licenses granted hereunder, may not be transferred or assigned by You, but may be assigned by Rallio without restriction.

**13. Government Restricted Rights.**

If You are an agency, department, or other entity of the United States Government (“Government”), the use, duplication, reproduction, release, modification, disclosure or transfer of the Rallio Website, or any related documentation of any kind, including technical data or related manuals, is restricted in accordance with Federal Acquisition Regulation 12.212 for civilian agencies and Defense Federal Acquisition Regulation Supplement 227.7202 for military agencies. This Rallio Website is a commercial website and the related documentation is commercial website documentation. The use of the Rallio Website and related documentation is further restricted in accordance with the terms of these Terms of Use, or any modification hereto.

**14. General**

These Terms of Use represent the complete agreement between the parties and supersedes all prior agreements and representations between them. Rallio reserves the right to modify, supplement or replace the terms of these Terms of Use, effective upon the posting of the Rallio Website or notifying you otherwise. The Terms of Use may be amended only by a writing executed by both parties. If any provision of the Terms of Use is held to be illegal or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary to make it legal and enforceable and the Terms of Use shall otherwise remain in full force and effect and enforceable. The failure of Rallio to act with respect to a breach of the Terms of Use by User or others does not constitute a waiver and shall not limit Rallio’s rights with respect to such breach or any subsequent breaches. Any provision of these Terms of Use which, either by its terms or to give effect to its meaning, must survive, and such other provisions that expressly, or by their nature, are intended to survive termination shall survive the expiration or termination of these Terms of Use. The Terms of Use are personal to You and Authorized Users and may not be assigned or transferred for any reason whatsoever without Rallio’s prior written consent and any action or conduct in violation of the foregoing shall be void and without effect. Rallio expressly reserves the right to assign the Terms of Use and to delegate any of its obligations hereunder. The Terms of Use shall be governed by and construed under California law (without regard to its conflicts of laws provisions) as such law applies to agreements between California residents entered into and to be performed within California. In the case of any dispute, the prevailing party shall be entitled to reasonable attorney’s fees as well as the costs of any legal proceeding. The sole and exclusive jurisdiction and venue for actions arising under these Terms of Use shall be the State and Federal courts in Orange County, California; User hereby agrees to service of process in accordance with the rules of such courts. EACH PARTY RECOGNIZES AND AGREES THAT THE WARRANTY DISCLAIMERS AND LIABILITY AND REMEDY LIMITATIONS IN

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