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RAVACAN, INC. TERMS OF SERVICE AND END USER LICENSE AGREEMENT

Ravacan, Inc. Terms of Service and End User License Agreement (the "Terms") is a legal agreement between you and Ravacan, Inc. ("Ravacan") regarding (i) your access to and use of the website www.ravacan.com (the "Website") and (ii) access to and use of the Purchasing & Procurement platform service, any other products and services available through the Website, and any content or material that is made available by Ravacan through the Service (the "Content") for which there is no separate license agreement (collectively, the "Service").

BY ACCESSING, DOWNLOADING, INSTALLING AND/OR USING ALL OR ANY PORTION OF THE WEBSITE, YOUR ACCOUNT, THE SERVICE, AND CONTENT, YOU ACCEPT AND AGREE TO BE BOUND BY ALL THE TERMS AND CONDITIONS OF THESE TERMS, WHICH INCLUDE THE LIMITATIONS ON USE CONTAINED IN SECTION 3; LIMITATIONS ON LICENSE TRANSFERABILITY IN SECTIONS 2 AND 3; THE DISCLAIMER OF WARRANTY AND LIMITATIONS ON LIABILITY IN SECTIONS 13 AND 14; AND RAVACAN'S PRIVACY POLICY <https://info.ravacan.com/privacy> (COLLECTIVELY, THE "AGREEMENT"). THE AGREEMENT INCLUDES INFORMATION ABOUT AUTOMATIC SUBSCRIPTION RENEWALS. ANY REFERENCES HEREIN TO "YOU" AND "YOUR" REFER TO BOTH YOU AND SUCH PERSON AND LEGAL ENTITY ON WHOSE BEHALF YOU ACT, IF ANY.

BY CLICKING "ACCEPT", OR BY DOWNLOADING, ACCESSING OR USING THE SERVICES, YOU AFFIRM THAT YOU ARE OF LEGAL AGE AND HAVE THE LEGAL CAPACITY TO ENTER INTO THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF AN ENTITY, SUCH AS THE COMPANY YOU WORK FOR, YOU REPRESENT TO RAVACAN THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THAT ENTITY.

Ravacan reserves the right, at its sole and absolute discretion, to modify any of the terms and conditions of these Terms. Ravacan will post any revised Terms on the Website, and may provide such other notice as Ravacan may elect. Your continued use of your Account, the Service or Content following notice of changes to these Terms means you accept any and all such changes, effective as of the date of such acceptance. If you do not agree to be bound by (or cannot comply with) these Terms as modified, you agree that your sole remedy is to cease using the Services by canceling your Account. Your continued use of the Services constitutes your agreement to be bound by the amended Terms.

- 1. Access to the Website and Service.** This Terms applies to your access to the Website and use of the Service. You may access and view publicly available portions of the Website without registering an Account (defined below). Access to the Service (and the rights and permissions related to the Service herein) is subject to registration of an Account.
- 2. License to Use the Service.** Conditioned on your compliance with this Agreement and receipt of all data and information from you reasonably required for Ravacan to provide you the Service, Ravacan grants you a limited, personal, non-exclusive and nontransferable license to download, install, and use the Services. For those using the Services on behalf of an entity (such as the company you work for), the foregoing license is restricted solely for internal business purposes. For all other uses of the Services, the foregoing license is solely for your personal non-commercial use. Except as expressly provided in these terms, Ravacan and its licensors reserve all rights in and to the Service and Content.
- 3. Establishing an Account.**

- a) In order to use the Service (other than the publicly available portion of the Website), you are required to register for a Subscription and create an account (“Account”). To be eligible to use the Service, You must meet the following criteria and represent and warrant that you: (1) are 18 years of age or older; (2) are not currently restricted from the Service, or not otherwise prohibited from registering with Ravacan or having a Ravacan account, (3) are not a competitor of Ravacan or are not using the Service for reasons that are in competition with Ravacan; (4) have full power and authority to enter into this Agreement and doing so will not violate any other agreement to which you are a party; (5) will not violate any rights of Ravacan, including intellectual property rights such as copyright or trademark rights; and (6) agree to provide at your cost all equipment, software, internet, and data access necessary to use the Service.
- b) You may not share the Account with anyone. You are liable for all uses of the Account. Notwithstanding anything to the contrary herein, you acknowledge and agree that you will have no ownership or other property interest in the Account, and you further acknowledge and agree that all rights in and to the Account are and will forever be owned by Ravacan. Ravacan reserves the right to terminate an Account without notice if it believes, at its own discretion, that a user is under the age of 18.
- c) To register for an Account you will be required to provide Ravacan with certain information about yourself, including, but not limited to, your first and last name, e-mail address, and username. Ravacan’s Privacy Policy, available at <https://info.ravacan.com/privacy>, applies to the collection of such information.
- d) You must provide Ravacan with accurate, up to date information. In the event that Ravacan learns that you have provided false or misleading registration information, Ravacan reserves the right to immediately terminate and disable or delete the Account. Ravacan is not responsible for any loss or damages arising from your failure to provide accurate information.
- e) During the registration process, you will be required to select a user name and a password that are specific to the Account (collectively referred to hereunder as “Password”). Your Password is to be kept confidential at all times and you are solely responsible for the security of your Password. You may not disclose your Password to anyone, or allow your Password to be used by anyone other than yourself. Ravacan is not responsible for any harm that may result to the Account (including without limitation the deletion or modification of characters in the Account) as a result of a lost or shared password. Ravacan is not responsible in the event that the Account is “hacked,” or if the Account or your computer is damaged by a virus, or for any other issues with your computer or the Account.
- f) Accounts are not transferable or descendible by you. You may not offer any Account for sale or trade, and any such offer is a violation of these Terms and will result in termination of the Account.
- g) You agree to immediately notify Ravacan of any unauthorized use of your Password or Account or any other breach of security. YOU ARE ENTIRELY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF YOUR ACCOUNT INFORMATION AND FOR ANY AND ALL ACTIVITIES (INCLUDING PURCHASES AND CHARGES, AS APPLICABLE) THAT ARE CONDUCTED THROUGH YOUR ACCOUNT.

- h) You are entirely liable for all activities conducted through the Account, and are responsible for ensuring that any other person who uses your Account is aware of the terms of and complies with this Agreement.

4. Subscriptions.

- a) **Subscription Plans.** Access to the Service is offered under a free and a monthly or an annual paid subscription (each a “Subscription”).
 - 1. **Unpaid Subscription.** If you establish and maintain an Account, you are automatically provided a subscription to access a portion of the Services offered to you without charge. The Unpaid Subscription does not grant you any access or license to any Content and the features and functions available to you can change at any time without notice.
 - 2. **Paid Subscription.** For the Paid Subscription, during the ordering process, (x) you will select the type of subscription as well as any other options presented to us (including number of permitted users under your Subscription); and (y) Ravacan will identify the amount and timing of payments due. By signing up for the Service and establishing an Account, you authorize Ravacan to charge any applicable subscription fees to your credit card (or other approved form of payment). You will be billed on an agreed upon cycle that begins on the day that you sign up to receive the Services. If your billing payment method changes during the term of your subscription, you must immediately update the billing payment method associated with your Account. If Ravacan is unable to charge your billing payment method, Ravacan may: (i) immediately suspend or terminate your Account, (ii) seek collection of the outstanding amount owed under the subscription plan, and/or (iii) seek legal action against you for breach of this Agreement.
- b) **Auto-Renewal.** When you purchase a Subscription, you agree for your account to be configured for automatic billing by your preferred payment method. We will send a number of email notifications to the email address you used when registering to remind you that you may cancel your Subscription before the end of the Subscription term. If you do not cancel your subscription at least thirty (30) days before the end of a Subscription term, your Subscription will auto-renew for a further a term of equal length at the end of each Subscription term and your preferred payment method will be billed accordingly.
- c) **Evaluations.** Ravacan may, in its discretion, provide you with access to certain pre-release features and functions of the Services (“Evaluation Features”). Ravacan grants you a limited, non-exclusive, revocable right and license to access and use these Evaluation Features. The Evaluation Features are made available to you (i) on an AS-IS, AS-AVAILABLE basis (including that any data or content may be lost or unrecoverable); (ii) in a non-production capacity for your internal testing; and (iii) without any support. All restrictions, limitations, and disclaimers in the Agreement with respect to the Service apply to your use of any Evaluation Features.
- d) **Customer Support.** For Paid Subscriptions, Ravacan offers customer support during Ravacan’s regular business hours (M-F, 9-5pm PST, excluding holidays) via email or Website messaging or chat feature at no additional cost. Ravacan does not promise or guarantee any specific response time or result. Additional support (e.g. phone, or onsite) may be available subject to additional costs and execution of separate terms.

5. Restrictions and Obligations.

- a) **Modification to Service.** Ravacan may at any time and from time to time, and without notice or liability, (i) revise, supplement, suspend, or discontinue, temporarily or permanently, the Service (or any part thereof), (ii) terminate all licenses granted in these Terms, or (iii) change the equipment, hardware or software necessary to use the Service and access the Content. You agree that neither Ravacan nor any of its affiliates, licensors, agents, or employees is liable to you or any third party for any revision, supplement, suspension, or discontinuation for the activities described in (i)-(iii).
- b) **Updates; Upgrades.** Ravacan has no obligation to provide any updates or upgrades to the Service or Content, but in the event that it does, such updates, upgrades and any documentation will be deemed part of the Service, and will be subject to this Agreement. Ravacan may from time to time in its sole discretion and without prior notice to you modify, correct, improve, or discontinue offering the Service or any functionality available through the Service.

6. **Restrictions.** The license granted in Section 2 is conditioned on your compliance with the following:

- a) You must not attempt to work around, disable, bypass, modify, or defeat any technical limitations in the Service or to use the Service in an attempt to, or in conjunction with any device, program or service designed to circumvent any security features or any technical measures employed to control access to, or the rights in, a content, file or other work;
- b) You must not distribute or make available the Service over a network where it could be used by multiple devices at the same time;
- c) You must not reverse engineer, decompile, decipher, disassemble or otherwise attempt to access source code of the Service, except and only to the extent that applicable law expressly permits, despite this limitation;
- d) You must not download or copy the Services (including any Content), except as expressly permitted;
- e) You must not rent, lease, lend, sell, sublicense, assign, distribute, publish, perform, display, broadcast, transfer, exploit, or otherwise make available the Service or any features or functionality of the Service to any third party for any reason, including by making the Service available on a network where it is capable of being accessed by more than one device at any time;
- f) You must not modify or make any derivative works of the Service, in whole or in part;
- g) You must not remove any proprietary notices or labels on the Service or any copy thereof;
- h) You must not to interfere with the proper functioning of the Service or use it as a platform for external applications; to develop applications, services, websites; or any other functionalities that leverage the Service or any portion thereof;
- i) You must not make any use of the Service in any manner not permitted by this Agreement or the documentation; and
- j) You must use the Services in compliance with all applicable laws.

7. **Content; Use and Online Conduct.**

- a) **Content Generally.** The Service and all Content (including information, graphics, text, reports, images, and other materials accessible or shared with you through the Service), including any Content uploaded or posted by you or third parties, is solely for your use in connection with the Services. Ravacan may link to or provide access to Content provided by third parties (“Third Party Content”). Any opinions and other statements expressed by those third party authors of the Third Party Content are the opinions of those authors, not opinions of Ravacan. Content appearing on the Services is the sole responsibility of the party responsible for such Content and its accuracy and completeness are not endorsed or guaranteed by Ravacan. Third Party Content may be subject to additional or different license terms and restrictions.
- b) **Your Content.** You are solely responsible for all Content that is uploaded, imported, templated, posted, emailed, transmitted, shared, or otherwise disseminated using, or in connection with, the Service and your Account (“Your Content”). Ravacan does not claim ownership of Your Content. Ravacan is under no obligation to enable the transmission of Your Content through the Service and may, in its discretion, edit, block, refuse to post, or remove Your Content at any time. You acknowledge that Ravacan has no responsibility for the deletion or failure to store any of Your Content. You grant to Ravacan, its affiliates, and their service providers, licensors, suppliers and distributors, a worldwide, royalty-free, transferrable, sublicensable, non-exclusive, perpetual, irrevocable license under all of your intellectual property rights to make, use, copy, modify, adapt, create derivative works of, publicly perform or display, import, broadcast, transmit, distribute, license, publish, and translate Your Content (and derivative works thereof) in connection with the operation of the Services, Ravacan’s business and to improve Ravacan’s products and services; provided that such use of Your Content does not identify you and does not otherwise disclose your confidential information in a way that is attributable to you. You represent and warrant that you have and will maintain all rights necessary to grant the rights in this Section and that Your Content does not infringe the rights of Ravacan or any third party or violate any agreement with or policy of Ravacan or any applicable law. If Ravacan suspects violations of the foregoing, Ravacan may institute legal action and cooperate with law enforcement authorities in bringing legal proceedings against violators.
- c) **Data.** Ravacan monitors its customers, suppliers, partners, and users’ use of the Service. In connection with this monitoring, Ravacan collects and aggregates data relating to the activities on its Service. You acknowledge and agree that Ravacan may collect, aggregate, use, publish, display, reproduce, create derivative works of, and distribute such data provided that it does not identify you or incorporate Your Content.
- d) **Online Conduct.**
1. The Service may contain interactive areas that allow users to express their opinions and post information, quotations, requests, and other materials. You are solely responsible for the content or information you publish, display or otherwise communicate in any manner (hereinafter, “post”) on the Service, or transmit to other users. Ravacan does not monitor these posts.
 2. You will not post on the Service, or transmit to other users, or otherwise communicate any defamatory, inaccurate, abusive, obscene, profane, offensive, sexually oriented, threatening, harassing, racially offensive, or illegal material, or any material that infringes or violates another party's rights (including, but not limited to, intellectual property rights, and

rights of privacy and publicity). Furthermore you will not take actions to promote the physical harm or harassment of another person, engage in or promote spamming, provide information that you know is illegal, false or misleading, or designed to exploit those under 18 or otherwise provide instructional information about illegal activities including without limitation making or buying illegal weapons, identity theft, violating another's right to privacy or providing or creating malicious computer programs (malware).

3. You will use the Service in a manner consistent with any and all applicable local, state, national and international laws and regulations, including, but not limited to, United States export control laws. You are not located in, under the control of, or a national or resident of any country which the United States has (i) embargoed goods, (ii) identified as a "Specially Designated National", or (iii) placed on the Commerce Department's Table of Deny Orders. Membership in, and use of, the Service is void where prohibited.
4. You will not provide inaccurate, misleading or false information to Ravacan or to any other user. If information provided to Ravacan, or another user, subsequently becomes inaccurate, misleading or false, you will promptly notify Ravacan of such change.
5. You will only create one unique Account with the Service.
6. Except as expressly provided under tools to facilitate the exchange of requests and offers, you will not engage in advertising to, or solicitation of, other users to buy or sell any products or services through the Service. You will not transmit any chain letters or e-mails that offer or promote commercial goods, services, business opportunities or the like to other users.
7. You will not post, copy, modify, transmit, show in public or private, create any derivative works from, distribute or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior consent of the owner of such proprietary rights.
8. You are solely responsible for your interactions with other users. You agree to take normal precautions when meeting individuals through the Service.
9. You understand that Ravacan makes no guarantees, either express or implied, regarding your well-being through the Service.
10. You will promptly report to Ravacan any violation of these Terms by other users.
11. Ravacan reserves the right, but has no obligation, to monitor the materials posted in the public areas of the Service. Ravacan has the right to remove any such material that in its sole opinion violates, or is alleged to violate, any applicable law or either the letter or spirit of these Terms of Use. Notwithstanding this right of Ravacan, **YOU REMAIN SOLELY RESPONSIBLE FOR THE CONTENT OF THE MATERIALS YOU POST IN THE PUBLIC AREAS OF THE SERVICE AND IN YOUR PRIVATE E-MAIL AND OTHER MESSAGES.**

8. Ownership.

- a) All rights not specifically granted herein are reserved by Ravacan and, as applicable, Ravacan's licensors. You acknowledge that you do not acquire any ownership rights in the Website, Service or any of the Content therein as a result of this Agreement or your use of the Service and that you have no rights to access the Website or use the Service or Content except as expressly provided by the terms of this Agreement.

- b) All title, ownership rights and intellectual property rights in and to the Website, Service and Content (including without limitation any Accounts, software, titles, computer code, technology, methodologies, reports, templates, methods of operation, any related documentation, “applets” incorporated into the Service, transcripts of the chat rooms, character profile information, and client and server software) are owned by Ravacan and its affiliates or licensors. The Website, Service and Content are protected by the copyright laws of the United States, international copyright treaties and conventions, and other laws. All rights are reserved. The Website, Service and Content may contain certain licensed materials, and Ravacan’s licensors may protect their rights in the event of any violation of this Agreement.
- c) RAVACAN is a trademark of Ravacan. You may not use Ravacan trademarks or trade dress in any manner that is likely to cause confusion among customers or subscribers, or in any manner that disparages Ravacan or its licensors. Except as required for reasonable and customary use in describing the Services or any element thereof, Ravacan and its licensors do not grant you any express or implied rights, and all rights, title and interest that Ravacan has in and to the Ravacan trademarks, trade dress, or Service and Content therein that are not expressly granted by Ravacan to you are retained by Ravacan.
- d) All comments, feedback, suggestions, ideas and other submissions disclosed or submitted to Ravacan (“Feedback”) will be the exclusive property of Ravacan. You hereby agree that Ravacan may use, sell, exploit and disclose the Feedback in any manner, without restriction, and without compensation to you.

9. Termination.

- a) **Term.** Your access rights and license to the Service and Content, respectively, is effective during your Subscription Term, unless earlier terminated by you or Ravacan. Your rights under this Agreement will terminate automatically without notice from Ravacan if you fail to comply with any term(s) of this Agreement. Notwithstanding anything to the contrary, Ravacan reserves the right to suspend, permanently discontinue or terminate the Service, the Website, and your Account, or your access to any of the foregoing, at any time.
- b) **Your Right to Terminate.** Subject to the terms described herein, you have the right to terminate your Account (and related Subscription) at any time upon written notice to Ravacan. You understand and agree that the termination of your Account is your sole right and remedy with respect to any dispute, including, but not limited to, any related to, or arising out of: (A) any term of this Agreement or Ravacan’s enforcement or application of this Agreement; (B) your ability to access and/or use the Service or Content; or (C) the amount or type of fees, surcharges, applicable taxes, billing methods, or any change to the fees, applicable taxes, surcharges or billing methods. Ravacan reserves the right to collect accrued fees and charges and costs incurred by Ravacan upon receipt of your notice to cancel an Account.
- c) **Ravacan Right to Terminate.** Ravacan may terminate your Account (and related Subscription) at any time in its sole and absolute discretion for any reason including, without limitation, upon the occurrence of any one of the events: (i) improper use of Password; (ii) the information provided by you during the Account registration process is found to be untruthful or inaccurate; (iii) improper use of the information provided on the Website or Service and/or taking any other action which adversely affects the Website, the Service, or Ravacan; or (iv) any violation of this Agreement. If Ravacan terminates an Account because of your breach of this Agreement

(including for non-payment), Ravacan shall have no liability or responsibility to you or any third party.

- d) **General; Effect of Termination.** In the event an Account or Service is terminated by you for any reason (other than Ravacan's permanent discontinuance of the Service), or by Ravacan for any of the reasons set forth in Section 6 above, no refund will be granted. In the event of termination for any reason, (i) you will have no further access to the subject Account (including any Subscription Service or Content), (ii) you will immediately cease any use of the Content (including any Content that you were permitted to download), and (iii) for Paid Subscriptions, you're your written request received no later than thirty (30) days following expiration or termination, Ravacan will make commercially reasonable efforts to provide you with the opportunity to retrieve Your Content then in Ravacan's control for a limited time after termination. Any delinquent or unpaid Account with unresolved disputes must be settled before Ravacan may allow you to register again.

10. External Service; Third-Party Materials.

- a) The Service and Website may enable access to third-party services and websites (collectively and individually, "External Service"). Access or use of the External Service may require Internet access and use of certain External Service may require you to accept additional terms. You understand that by using any of the External Service, you may encounter content that may be deemed offensive, indecent, or objectionable, which content may or may not be identified as having explicit language, and that the results of any search or entering of a particular URL may automatically and unintentionally generate links or references to objectionable material. Nevertheless, you agree to use the External Service at your sole risk and that neither Ravacan nor its agents will have any liability to you for content that may be found to be offensive, indecent, or objectionable.
- b) The Website, Service, or certain External Service may display, include or make available content, data, information, applications or materials from third parties ("Third Party Materials") or provide links to certain third party websites. You acknowledge and agree that neither Ravacan nor its agents are responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third Party Materials or websites. Neither Ravacan nor its agents warrant or endorse and do not assume and will not have any liability or responsibility to you or any other person for any third-party services, Third Party Materials or websites, or for any other materials, products, or services of third parties. Third Party Materials and links to other websites are provided solely as a convenience to you. You rely on Third Party Materials at your own risk.

11. Security. You understand and acknowledge that certain risks are inherent in the transmission of content and provision of services through the Internet and that these risks cannot and are not eliminated despite the measures Ravacan uses to maintain the security of its Website or Service. Because of these inherent risks, Ravacan makes no representation, warranty, covenant, or agreement that its security measures will be effective. You acknowledge and agree that all information and content that you provide is provided at your own risk.

12. Copyright Infringement Claims. If you believe in good faith that any material or content posted on the Website or Service constitutes a copyright infringement, please provide our copyright agent named below with the information required by 17 U.S.C. § 512, including the following:

- Your address, telephone number, and email address;

- A description of the copyrighted work that you claim has been infringed;
- A description of the alleged infringing material and of where the alleged infringing material is located;
- A statement by you that you have a good faith belief that the disputed use is not authorized by you, the copyright owner, its agent, or the law;
- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; and
- A statement by you, made under penalty of perjury, that the above information is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Our agent for notice of claims of copyright infringement can be reached as follows: hello@ravacan.com

13. DISCLAIMER OF WARRANTY

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SERVICE, WEBSITE AND CONTENT IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE, WEBSITE AND CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND RAVACAN HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SERVICE, WEBSITE AND CONTENT, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND OF NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. RAVACAN DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SERVICE, WEBSITE AND CONTENT, THAT THE FUNCTIONS CONTAINED IN OR SERVICE PERFORMED OR PROVIDED BY THE SERVICE, WEBSITE OR CONTENT WILL MEET YOUR REQUIREMENTS, THAT THE SERVICE, WEBSITE OR CONTENT AND OPERATION OF THE WEBSITE OR SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SERVICE, WEBSITE OR CONTENT WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY RAVACAN OR ITS AUTHORIZED REPRESENTATIVE WILL CREATE A WARRANTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU. THE DISCLAIMER ABOVE APPLIES TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

RAVACAN DOES NOT: (i) GUARANTEE THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION OR CONTENT ON THE SERVICE, WEBSITE OR EXTERNAL SERVICE, AND (ii) ADOPT, ENDORSE NOR ACCEPT RESPONSIBILITY FOR THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE, OR STATEMENT MADE BY ANY PARTY OTHER THAN RAVACAN. UNDER NO CIRCUMSTANCES WILL RAVACAN BE RESPONSIBLE FOR ANY LOSS OR DAMAGE RESULTING FROM ANYONE'S RELIANCE ON INFORMATION OR OTHER CONTENT POSTED ON THE SERVICE, WEBSITE OR EXTERNAL SERVICE, OR TRANSMITTED TO OR BY ANY USERS.

14. LIMITATION OF LIABILITY.

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL RAVACAN BE LIABLE FOR PERSONAL INJURY OR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED

TO YOUR USE OR INABILITY TO USE THE SERVICE, WEBSITE OR CONTENT, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE) AND EVEN IF RAVACAN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. IN NO EVENT WILL RAVACAN'S TOTAL AGGREGATE LIABILITY TO YOU, AND YOUR EXCLUSIVE REMEDY UNDER THIS AGREEMENT FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) WILL BE TO RECOVER THE ACTUAL DAMAGES YOU INCUR BASED UPON REASONABLE RELIANCE ON THE SERVICE, WEBSITE, OR CONTENT UP TO THE SUBSCRIPTION FEES ACTUALLY PAID TO RAVACAN IN THE PRIOR 12-MONTHS. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

YOU UNDERSTAND AND AGREE THAT ABSENT YOUR AGREEMENT TO THE ABOVE LIMITATION OF LIABILITY, RAVACAN WOULD NOT PROVIDE THE SERVICE TO YOU.

15. **IMPORTANT CONSUMER NOTICE.** SOME JURISDICTIONS DO NOT ALLOW CERTAIN DAMAGE LIMITATIONS SUCH AS THE LIMITATION OF LOSS OR LIABILITY FROM INTENTIONAL ACTS (INCLUDING FRAUD, FRAUDULENT MISREPRESENTATION, AND FAILURE TO DISCLOSE DEFECTS), PRODUCT LIABILITY, OR FOR DEATH OR PERSONAL INJURY. NOTHING IN SECTIONS 13 OR 14 WILL BE INTERPRETED AS EXCLUDING LIABILITY WHICH CANNOT BE EXCLUDED UNDER APPLICABLE LAW. IF YOU LIVE IN OR ARE OTHERWISE SUBJECT TO THE LAWS IN ONE OF THOSE JURISDICTIONS, ANY DAMAGES LIMITATIONS WILL BE DEEMED LIMITED TO THE EXTENT (IF AT ALL) PERMISSIBLE UNDER THAT LAW AND, IF ANY LIMITATION IS NOT PERMITTED, THE EXCLUSIONS IN SECTION 13 OR 14 MAY NOT APPLY TO YOU.

16. **Export Restriction.** You may not use or otherwise export or re-export the Service or Content except as authorized by United States law. In particular, but without limitation, the Service or Content may not be exported or re-exported (a) into any U.S.-embargoed countries or (b) to anyone on the U.S. Treasury Department's Specially Designated Nationals List or the U.S. Department of Commerce Denied Persons List or Entity List. By using the Service, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use this Service or Content for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture, or production of nuclear, missile, or chemical or biological weapons.

17. **Governing law; Jurisdiction and Venue.** The laws of the State of California, without giving effect to any principles of conflicts of law, govern this Agreement and your use of the Website, Service and Content. The parties submit to the exclusive jurisdiction and venue of any state and federal courts for San Francisco, California for any claims or proceedings arising out of or related to this Agreement and the use of the Website, Service and Content, and waive any jurisdictional, venue or inconvenient forum objections to such courts. Your use of the Website, Service and Content may also be subject to other local, state, national, or international laws.

18. **Changes to Agreement.** Ravacan reserves the right to modify this Agreement at any time. When Ravacan does so, Ravacan may require you to accept the modified terms in order to continue to access the Website, Service and Content Your continued use after the date of any updates to this Agreement will constitute your acceptance of the updated Agreement.

19. **General Provisions.** If any provision of this Agreement is found to be unlawful, void or for any reason unenforceable, then that provision will be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provisions. Except as otherwise

specifically provided herein, this is the entire Agreement between us you and Ravacan relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements between you and Ravacan with respect to such subject matter. The failure by Ravacan to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. Section titles are only for convenience and have no legal or contractual significance. Any list of examples following "including" or "e.g.," is illustrative and not exhaustive, unless qualified by terms like "only" or "solely."

20. **Notices.** Ravacan may give you all required notices (including legal process) by any lawful method, including by posting notices on the Service or by sending it to any email address that you provide to Ravacan. Any notice, certification, demand or other communications required or permitted to be given or made under this Agreement shall be in writing in English and shall be effective: (a) upon posting, if notice is posted on the Service by Ravacan; (b) upon delivery, if delivered in person; (c) five days after deposit in regular mail, addressed to the recipient, postage prepaid and registered or certified with return receipt requested; (d) one day after deposit with an express mail or overnight courier provided that confirmation of delivery is received; or (e) upon transmission if sent via facsimile or electronic mail with confirmation or receipt. Notices to Ravacan shall be sent to: 33 Miguel Street #4, San Francisco, CA 94131.
21. **Assignment.** Ravacan may assign these Terms, in whole or in part, at any time, with or without notice to you. You may not assign, transfer, or sublicense your rights, if any, in your Account, to the Service, or under these Terms.
22. **Entire Agreement.** This Agreement constitutes the entire agreement between you and Ravacan with respect to your Account and the Service. Both you and Ravacan warrant to each other that, in entering this Agreement, neither Ravacan nor you have relied on or will have any right or remedy based upon any statement, representation, warranty, or assurance other than those expressly stated in the Agreement. The preceding sentence will not limit or exclude any liability that cannot be limited or excluded under applicable law. No one other than you and Ravacan, or Ravacan's successors and permitted assigns, will have any right to enforce any of the Agreement.
23. **Contact Us.** If you have any questions, complaints, or comments regarding this Agreement, or have other questions or suggestions about our Website or Service, please contact us via e-mail at sophie@ravacan.com