

RAYO SERVICES TERMS OF USE

PLEASE READ THESE TERMS OF USE CAREFULLY. THESE TERMS OF USE GOVERN THE USE OF THE SERVICES (AS DEFINED BELOW) AND MAY BE MODIFIED FROM TIME TO TIME AS SET FORTH HEREIN. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS STATED HEREIN, PLEASE EXIT THIS WEBSITE OR MOBILE APPLICATION IMMEDIATELY AND DO NOT USE THE SERVICES.

THESE TERMS CONTAIN A MANDATORY ARBITRATION OF DISPUTES PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

CAPITALIZED TERMS SHALL HAVE THE MEANING SET FORTH IN THESE TERMS OF USE.

SCOPE OF TERMS OF USE; COORDINATION WITH THIRD PARTY PRODUCTS

These Terms of Use (“Terms of Use”) form a contractual relationship between you (“you” or “your”) and Nium, Inc. D/B/A Rayo (“Rayo”, “we”, “our”, or “us”) and govern your access to, and your use of, the Rayo website (“Rayo Site”) and the Rayo mobile application (“Rayo App”). The Rayo Site and the Rayo App provided to you, including any content, functionality, and services provided to you on or through the Rayo Site and the Rayo App, are collectively referred to as the “Services”.

Please note that we may partner with third parties to offer certain products and services to you (“Third Party Products”). Any agreement that you enter into in connection with any Third Party Products (each, a “Third Party Terms of Use”) shall control with respect to such Third Party Products. In the event of any conflict between these Terms of Use and an applicable Third Party Terms of Use, the Third Party Terms of Use shall control.

ACCEPTANCE OF TERMS OF USE

By using the Services, you accept these Terms of Use and agree to be bound by the terms and conditions set forth herein. You further acknowledge that you have read and understand the terms and conditions set forth in this Terms of Use.

CHANGES AND MODIFICATIONS

Rayo reserves the right in its sole discretion to temporarily or permanently change or modify these Terms of Use or to discontinue the Services or any portion of the Services, at any time without notice to you, provided that such changes do not affect any Third Party Product provided to you. your continued use of the Services after the changes become effective constitutes your binding acceptance of such changes. In the event that a change to this Terms of Use materially modifies your rights or obligations,

we will make an effort to notify you of the change, such as by sending you an email to the address we have on file for you, or presenting a pop-up window or other notification to you through the Services when you log in, and we may require that you accept the modified Terms of Use in order to continue to use the Services. Immaterial modifications are effective upon publication, and material changes will be effective upon the earlier of (i) continued use of the Services with actual knowledge of the modification, or (ii) thirty (30) days following the change. For the avoidance of doubt, disputes arising hereunder will be resolved in accordance with the Terms of Use in effect that the time the dispute arose. You can determine when this Terms of Use was last revised by referring to the "LAST UPDATED" legend at the top of then-current version of this Terms of Use.

ELIGIBILITY

In order to use the Services, in addition to your agreement to these Terms of Use, you must, (i) accept and agree to our Privacy Policy; (ii) register with us on the Rayo Site or the Rayo App; (iii) be at least eighteen (18) years old; (iv) provide all information requested by us, such as your name, email address, mobile device number, online credentials for your bank account, and such other information as we may request from time to time (collectively, "User Information"); and (v) only use these Services in compliance with any and all applicable laws and regulations. Please note that each Third Party Product may impose additional or more restrictive eligibility requirements. If you are not eligible for any Third Party Product, we may refuse to provide the Services to you.

You represent and warrant that all User Information you provide us from time to time is truthful, accurate, current, and complete, and you agree not to misrepresent your identity or your User Information. You agree to promptly notify us of changes to your User Information by updating your Rayo account on the Rayo Site or the Rayo App. If we approve your registration, you will be authorized to use the Services, subject to these Terms of Use.

This Service is intended for individuals who are at least eighteen (18) years of age, or such older age as required by applicable law, and any access by individuals who are under such age is in violation of these Terms of Use. Unauthorized use of the Site or Services, including unauthorized access of Rayo's systems and misuse of passwords or Site information is strictly prohibited. If you violate any of these Terms of Use or any other agreement between you and Rayo, then Rayo may restrict, suspend, or terminate your access to any portion or all of the Services without notice.

RAYO ACCOUNT

Account Creation. You must create an account in order to use the Rayo App and the Services ("Rayo Account"). You agree that the information you provide to Rayo on registration and at all other times, will be true, accurate, current, and complete, and that you will keep this information accurate and up to date at all times. We also

request that you create a password for your Account. You agree not to disclose your password to anyone else, and you also agree you will be solely responsible for any activities or actions taken under your Account, whether or not authorized by you. Please notify us immediately of any unauthorized use of your password or Account. We are not liable for any loss or damage from your failure to comply with these requirements. Furthermore, you are required to keep us updated from time to time with respect to updates to any of your information.

Limitations on User Accounts. You may not create more than 1 Rayo Account, provided that a Rayo Account can be associated with multiple bank accounts that are created in connection with the Services. Each mobile device may not be associated with more than 1 Rayo Account. If you associate or attempt to associate your Rayo Account with an excessive number of mobile devices, you may deem to have breached the Terms of Use and we may decide, in our sole discretion, to close your Rayo Account and terminate your access to the Rayo Site, the RAYO App, and the Services. You may only create an account for your own personal, non-commercial use and not on behalf of or for the benefit of any third party. If you create an account with Rayo, you are responsible for maintaining the security of your account, and you are fully responsible for all activities that occur under the account and any other actions taken in connection with the Services. You may not share your account information with any other person or entity, and Rayo is not liable for any fraud or losses caused by the sharing of account information or log-in credentials. You must immediately notify Rayo of any unauthorized uses of your account or any other breaches of security. Rayo will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions.

Identity Verification. You hereby authorize Rayo, directly or through third parties, to make any inquiries about you or any information you provided in connection with the Rayo Site, Rayo App or the Services for the purposes of conducting due diligence checks including authenticating your identity and account information. This may include asking you for further information and/or documentation about your identity or requiring you to take steps to confirm ownership of your email address, wireless/cellular telephone number or financial instruments, and verifying your information against third party databases or through other sources.

TEXT MESSAGES

By providing us with a telephone number for a cellular phone or other wireless device, you agree to receive autodialed and pre-recorded, non-marketing, service-related text messages from or on behalf of Rayo at the phone number provided. You further consent to receiving autodialed and pre-recorded text messages from or on behalf of Rayo at the number provided for marketing or promotional purposes. You understand that consent to marketing-related messages is not a condition of using the Services. To stop receiving marketing-related messages, you may reply STOP to any marketing-related text message you receive from Rayo. After you text "STOP" to us, we will send

you a text to confirm that you have been unsubscribed. After this, you will no longer receive marketing-related text messages from us. Standard message and data rates may apply to both non-marketing and marketing-related messages.

PUSH NOTIFICATIONS

By agreeing to this Terms of Use, you agree to receive push notifications from us. You can opt out of receiving push notifications through your device settings. Please note that opting out of receiving push notifications may impact your use of the Services.

CHAT SERVICES

At any time, We may make interactive online chat (“Chat”) service available to you. We make no warranty that the Chat service will be available at any particular time.

During your use of the Chat service, you may interact with a bot, chatbot, virtual assistant, digital banker, or another non-human (each, a “Chatbot”). We will disclose the use of the Chatbot to the extent required by applicable law.

The Chat service is provided to you as a convenience to facilitate your understanding of the Rayo Site, Rayo App and Services. Nothing We communicate in the Chat service will be considered a legal agreement, representation, or warranty as to our Services, processes, decisions, or response times.

You must not use the Chat service to send:

- (a) any abusive, defamatory, dishonest, pornographic, abusive, indecent, threatening, harassing, hateful, offensive or obscene messages or information;
- (b) any information or messages that may infringe any laws or third-party rights including but not limited to intellectual property or privacy rights;
- (c) any virus, trojan horse, worm, time bomb or other computer programming routine or engine that is intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate our system, data or information or the system, data or information of our service provider.

Doing any of the above may result in termination of the Chat service session and we may terminate your access to the Rayo Site, the Rayo App and Services.

USER CONTENT

Rayo does not claim ownership of the content that you provide, upload, submit or send through the Services or to Rayo. You understand and agree that all materials transmitted on or through the Services are the sole responsibility of the sender, not Rayo, and that you are responsible for all material you provide, upload, submit or send

to or through the Services. When you provide content to Rayo or through the Services, you grant Rayo (and parties that we work with) a non-exclusive, irrevocable, royalty-free, transferable, and worldwide license to use your content and associated intellectual property and publicity rights in any manner and for any purpose, including to improve the Services and create other products and services. Rayo will not compensate you for any of your content. You acknowledge that Rayo's use of your content will not infringe any intellectual property or publicity rights. Further, you acknowledge and warrant that you own or otherwise control all of the rights of the content you provide, and you agree to waive your moral rights and promise not to assert such rights against Rayo.

USING THE RAYO SITE AND THE SERVICES

You may view information available on the Rayo Site or Rayo App for informational purposes and may download from the Rayo Site or the Rayo App materials, except for software or source code, only for your personal or internal business purposes.

You may download software or source code from made available by us for download on the Rayo Site or Rayo App, subject to any applicable terms of use.

You acknowledge and agree that you do not acquire any ownership rights of any kind in any materials downloaded from the Rayo Site or the Rayo App.

You may not use the Services in any manner that may impair, overburden, damage, disable or otherwise compromise: (i) the Services; (ii) any other party's use and enjoyment of the Services; or (iii) any products or services provided by third parties, including, without limitation, any device through which you access the Rayo App (the "Authorized Device"). You agree to comply with all applicable laws and regulations governing the downloading, installation and/or use of the Rayo App, including, without limitation, any usage rules set forth in the online application store terms of service.

By using the Services, you agree that you will not engage in any of the following:

- (a) impersonating or falsely stating or otherwise misrepresenting your affiliation with any person or entity;
- (b) manipulating any identifying information in order to disguise and/or with the effect of disguising the origin of any Content transmitted through the Rayo Site, Rayo App or Services;
- (c) infringing intellectual property rights or other proprietary rights including, but not limited to, material protected by copyright, trademark, patent, trade secret or other intellectual property right used without proper authorization;

- (d) fraudulent submission or use of personal or financial information or engaging in any practice that constitutes an unfair or deceptive trade practice;
- (e) accessing or using any part of the Rayo Services for any non-personal, commercial purpose, any illegal purpose or violate any law, statute, ordinance, or regulation;
- (f) attempting to gain unauthorized access to any other user's account with us;
- (g) modifying or attempting to modify or in any way tampering with, circumventing, disable, interfering or damaging the operation of the Rayo Site or Services or any security measures implemented on the Rayo Site, Rayo App or Services;
- (h) intentionally interfering with or damaging any user's enjoyment of it, by any means, including uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code;
- (i) breaching this Terms of Use or any other agreement between you and Rayo or violate any Rayo policy;
- (j) accessing or using any part of the Services for any non-personal, commercial purpose;
- (k) accessing or using the Services for any illegal purpose or to violate any law, statute, ordinance, or regulation;
- (l) attempting to gain unauthorized access to any other user's Account;
- (m) modifying or attempting to modify or in any way tamper with, circumvent, disable, damage or otherwise interfere with the Services;
- (n) accessing or using the Services in a way that may infringe upon the intellectual property or other rights of any third party, including, without limitation, trademark, copyright, privacy, or publicity rights;
- (o) providing false, inaccurate or misleading information;
- (p) reverse engineering, decompiling, disassembling or otherwise attempting to discover the source code of the Services or any part thereof (including the Rayo App), except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;

- (q) modifying, adapting, translating or creating derivative works based upon the Services or any part thereof, except and only to the extent the foregoing restriction is expressly prohibited by applicable law;
- (r) copying, distributing, transferring, selling or licensing all or part of the Services;
- (s) transferring the Rayo App to, or using the Rayo App on, a device other than the Authorized Device;
- (t) intentionally interfering with or damaging the operation of the Services or any user's enjoyment of it, by any means, including uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code;
- (u) taking any action to circumvent, compromise or defeat any security measures implemented in the Services;
- (v) using the Services to access, copy, transfer, retransmit or transcode information, Rayo logos, marks, names or designs or any other content in violation of any law or third-party rights; or
- (w) removing, obscuring, or altering Rayo's (or any third party's) copyright notices, trademarks, or other proprietary rights notices affixed to or contained within or accessed through the Services.

We may restrict or prohibit any and all activities, conduct, the account or Content (or delete, move or edit the same) that we determine in our sole discretion may be harmful to our systems, network, reputation, good will, our other customers, or any third party.

RAYO INTELLECTUAL PROPERTY RIGHTS

Rayo respects the intellectual property rights of others and expects you to do the same. Accordingly, we will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or through the Services infringe your copyright, you may request removal of those materials (or access to them) from the Services by submitting written notification to our Copyright Agent (designated below).

In accordance with the Digital Millennium Copyright Act of 1998, (17 U.S.C. § 512) ("DMCA") the text of which may be found on the U.S. Copyright Office website at <http://www.copyright.gov/legislation/dmca.pdf>, the written notice (the "DMCA Notice") must include substantially the following:

- your full legal name, telephone number, and email address;
- identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Services, a representative list of such works;
- identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material;
- a statement by that you have a good faith belief that the disputed use has not been authorized by the copyright owner, its agent, or the law;
- a statement by you made under penalty of perjury, that the information in your notice is accurate, that you are the copyright owner or authorized to act on the copyright owner's behalf; and
- your electronic or physical signature, or the electronic or physical signature of the person authorized to act on your behalf.

Our designated Copyright Agent to receive DMCA Notice is: 90 Washington Valley Road. Bedminster, New Jersey 07921 USA.

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective. Please be aware that if you knowingly materially misrepresent that material or activity on the Services is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

You hereby acknowledge that Rayo owns all rights, title and interest in and to the Services and to any and all proprietary and confidential information contained therein ("Rayo Information"). The Services and Rayo Information, including visual interfaces, graphics, design, compilation, information, computer code (including source code or object code), products, software, services, look-and-feel, and all other elements of the Services, are protected by applicable intellectual property and other laws, including patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide.

All trademarks, service marks, trade names, trade dress and related intellectual property rights in Rayo Site, Rayo App and the Services are proprietary to us or our licensors or licensees. You may not use, reproduce or display any of our trademarks except with our prior written consent.

The Rayo Site, Rayo App and their respective contents, features, and functionalities (including but not limited to all web pages, user interfaces, mobile applications, information, design, software, source code, text, displays, graphics, images, videos, and audio recordings, and the design, selection, and arrangement thereof) are owned, controlled, or licensed to us.

Except as expressly provided in these Terms of Use, you may not copy, display, distribute, transmit, transfer, link to, reproduce, license, frame, alter, create derivative works of, reverse engineer, or republish all or any portion of the Rayo Site or the Rayo App for any commercial or public purpose without our prior written consent.

PRIVACY POLICY

your use of the Rayo Site and Services is subject at all times to our Privacy Policy, which details how Rayo treats your personal information. You agree that, in accordance with our Privacy Policy, we may collect and retain personal or other information about you or the device you use to access the Services.

INFORMATION PROVIDED THROUGH THE RAYO SITE OR SERVICES

Any information, opinion, statements contained in any materials (“Materials”) available through the Services is intended solely for public circulation. You should not use such Materials as a basis for making any business or financial decisions as they do not take into account your specific investment objectives, financial situation or particular needs.

While we take all reasonable care in preparing the Materials, we do not represent or warrant that any Materials are useful, adequate, or timely or complete and they should not be relied upon as such. All Materials are subject to change without notice.

Any reference in any Materials to any specific company, financial product or asset class in whatever way is used for illustrative purposes only and does not constitute our recommendation on the same.

No responsibility or liability is accepted for any loss arising directly or indirectly in connection with or as a result of you or any person acting on any Materials. You hereby irrevocably waive any rights or remedies you may otherwise have had in respect of any of the same.

LINKS TO THIRD PARTY WEBSITES

The Rayo Site, Rayo App or Services may contain links to websites controlled or offered by third parties. We hereby disclaim all liability for any other company's website content, products, privacy policies, or security. In the event You choose to use the services available at a linked site, You agree to adhere to the policies and terms of use applicable to that site. In addition, any advice, opinions, services, products, or recommendations provided by the linked site providers are those of the providers. your participation in any linked site, including payment for and the delivery of goods or services, is based solely on the agreement, if any, between You and the linked site provider. Since third-party websites may have different privacy policies and/or security standards governing their sites, we advise you to review the privacy policies and terms and conditions of these sites prior to providing any personal information.

FEEDBACK

You agree that any and all suggestions, comments, and feedback including but not limited to ideas for new or improved products or services, concepts, know-how, techniques that You submit at or via the Rayo Site, Rayo App or Services in connection with any of our products and services (“Feedback”) shall be deemed to be non-confidential, except as otherwise specifically agreed or required by law. We also shall be free to use any feedback without any restriction of any kind.

RISK OF USE

You acknowledge that your use of the Rayo Site, Rayo App and Services may, at any time, be adversely affected by problems with your computer (or such other access or electronic device including but not limited to mobile phones and tablets), the internet and the cellular phone network, including, without limitation, interference to the network coverage, undeliverable messages or delay in transmission due to any reason such as excessive network traffic, service interruption or incorrect data transmission.

We may work with one or more third parties to provide, maintain and host the Rayo Site, Rayo App and Services. Any information you transmit through the Rayo Site, Rayo App or Services may be placed and stored on a computer server maintained by a third party outside our control. You agree that we have no liability or responsibility for any such pass through or storage of the same.

You consent to the collection, storage, communication and processing of any of your information by any means necessary for us to maintain appropriate transaction and account records and to the release and transmission to and the retention by the relevant third party service providers and hosts of your information to enable your use of the Rayo Site and Services.

RAYO APP

We hereby grant you a non-exclusive, non-transferable, non-sublicensable, revocable license to use Rayo App for the sole purpose of facilitating your use of the Services until such time when your use of the Services has been terminated pursuant to these Terms of Use.

The use of Rayo App is subject to these Terms of Use and any other rules and policies imposed by any Appstore provider or operator that makes available Rayo App to you.

From time to time, Rayo may automatically check the version of the Rayo App installed on the Authorized Device and, if applicable, provide updates for the Rayo App (“Updates”). Updates may contain, without limitation, bug fixes, patches, enhanced functionality, plug-ins and new versions of the Rayo App. By installing the Rayo App, you authorize the automatic download and installation of Updates and agree to download and install Updates manually if necessary. your use of the Rayo App and Updates will be governed by this Terms of Use (as amended by any terms and conditions that may be provided with Updates). Rayo reserves the right to temporarily

disable or permanently discontinue any and all functionality of the Rayo App at any time without notice and with no liability to you.

SECURITY OF RAYO ACCOUNT AND RAYO APP

You must take all steps to safeguard the Rayo Account, Rayo App and any security details (“Access Details”) relating to the Rayo Account and the Rayo App which at the minimum include (i) updating your device browser to the latest version available; (ii) patching your device’s operating system with regular security updates provided by the operating system provider; (iii) installing and maintaining the latest anti-virus software on your device; and (iv) using strong passwords, such as a mixture of letters, numbers and symbols.

You undertake never to disclose your Access Details to a third party. If you do so, you will be liable for all losses incurred in connection with the Rayo Account and Rayo App.

You shall enable transaction notification alerts on any device used to receive transaction notifications from us and monitor all transaction notifications sent by us.

If you have any indication or suspicion that the Access Details has been lost, stolen, misappropriated, used without authorization or otherwise compromised, you must notify us immediately. Any delay in or failure to notify us promptly may result in you being liable for all transactions and losses incurred in connection with the Rayo Account or the Rayo App.

You authorise us to accept, rely and act upon any instruction received, or purported to be received from you. Where we receive any instruction from a person using the Access Details, we shall be entitled to treat such instruction as having been received from you. We are under no obligation to check the authenticity or accuracy of any instruction receive from you and shall not be liable for any losses incurred or suffered by you or any third party for complying with such instruction.

We may in our sole discretion screen all instructions given by you in connection with the Rayo Account, Rayo App and the Services before carrying out such instructions.

We may, at our sole discretion, without providing any explanation or liability, refuse to act upon any instruction received from you.

You are fully responsible for regularly checking your transaction history available via the Rayo App and for reconciling the entries against your own records. You should contact us immediately after any unauthorised, incorrect, disputed entry is reflected in your transaction history.

TERMINATION

Termination by Rayo. Without limiting other remedies, Rayo may immediately terminate or suspend your access to and/or use of the Services and remove, subject to any regulatory retention requirements, any material from the Services or our servers, in the event that you breach this Terms of Use. Notwithstanding the foregoing, we also reserve the right to terminate, limit or suspend your access to or use of the Services at any time and for any reason or no reason, including: (i) where we determine in our sole discretion that such action is reasonable in order to comply with legal requirements or to protect the rights or interests of Rayo or any third party; or (ii) in connection with any general discontinuation of the Services. We also reserve the right to modify the Services at any time without notice to you. We will have no liability whatsoever on account of any change to the Services or any suspension or revocation of your access to or use of the Services.

Termination by You. You may terminate your access to and/or use of the Services, and these Terms of Use at any time by closing your Rayo Account in the manner described in the Rayo App or on the Rayo Site, whereupon (and without notice from Rayo) any rights granted to you herein will automatically terminate. If you fail to comply with any provision of this Terms of Use, any rights granted to you herein will automatically terminate. In the event of such termination, you must immediately delete the Rayo App from the Authorized Device. Any incomplete transactions or transfers must be completed or canceled, and you must transfer any money from your Rayo account before closing it.

Effect of Termination

Upon termination of this Terms of Use, you understand and acknowledge that we will have no further obligation to provide or allow access to your Account or the Services. Please note the termination of any Third Party Product may require additional actions to be taken by you, as set forth in the applicable Third Party Terms of Use. Upon termination, all licenses and other rights granted to you by this Terms of Use will immediately cease. Rayo is not liable to you or any third party for termination of the Services or termination of your use of the Services. UPON ANY TERMINATION OR SUSPENSION, ANY INFORMATION THAT YOU HAVE SUBMITTED, UPLOADED OR OTHERWISE MADE AVAILABLE ON, TO OR THROUGH THE SERVICES OR THAT WHICH IS RELATED TO YOUR ACCOUNT MAY NO LONGER BE ACCESSED BY YOU. Furthermore, except as may be required by applicable law or as provided in our Privacy Policy, Rayo will have no obligation to store or maintain (or delete or destroy) any information stored in our database or to forward any information to you or any third party.

Survival

In the event of termination of this Terms of Use or the Services, the terms in this Terms of Use that by their nature are continuing shall survive such termination, including but not limited to the indemnification and hold harmless obligations, disclaimers and limitations of liabilities.

DISCLAIMER, EXCLUSION OF LIABILITY, AND INDEMNIFICATION

RAYO PROVIDES THE SITE AND SERVICES “AS IS” AND “AS AVAILABLE” WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. ADDITIONALLY, RAYO MAKES NO CLAIM OR GUARANTEE AS TO THE ACCURACY OF ANY INFORMATION PROVIDED OR SITE CONTENT.

SPECIFICALLY, BUT WITHOUT LIMITATION, RAYO DOES NOT WARRANT THAT: (1) THE SERVICES BE UNINTERRUPTED OR ERROR-FREE; (2) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED BY OR OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS; OR (3) ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED. YOU ASSUME ALL RISK FOR ALL DAMAGES, INCLUDING DAMAGE TO YOUR COMPUTER SYSTEM, MOBILE DEVICE OR LOSS OF DATA THAT MAY RESULT FROM YOUR USE OF OR ACCESS TO THE SERVICE. YOU HEREBY ACKNOWLEDGE THAT USE OF THE SERVICES IS AT YOUR SOLE RISK. IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 WHICH PROVIDES: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.”

YOU AGREE AND ACCEPT THAT WE, OUR DIRECT OR INDIRECT SUBSIDIARIES, NOR ANY OF OUR RESPECTIVE EMPLOYEES, AGENTS, THIRD PARTY PROVIDERS, OR LICENSORS WARRANT THAT THE RAYO SITE, THE RAYO APP OR THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES, OR AS TO THE TIMELINESS, SEQUENCE, COMPLETENESS, OR CONTENT OF ANY INFORMATION, SERVICE, OR PRODUCT PROVIDED THROUGH THE SERVICES. WE DO NOT ENDORSE PRODUCTS OR SERVICES APPEARING ON LINKED SITES OR PURCHASED VIA LINKED SITES.

TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, IN NO EVENT SHALL WE BE RESPONSIBLE FOR ANY LOSS OF ANY KIND, INCLUDING LOSS ASSOCIATED WITH ANY COMPUTER VIRUSES WHICH MAY INFECT YOUR COMPUTER SYSTEM OR MOBILE DEVICE, PROPERTY DAMAGE, AND BODILY INJURY, WHETHER CAUSED BY ACCESS TO OR USE OF THE SERVICES OR THE SITE. TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW. IN NO EVENT WILL WE BE RESPONSIBLE TO

YOU OR ANY THIRD PARTY CLAIMING THROUGH YOU FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, LOST PROFITS, ECONOMIC OR OTHER DAMAGES ARISING IN ANY WAY OUT OF THE INSTALLATION OR USE (OR INABILITY TO USE) OF THE RAYO SITE, THE RAYO APP OR THE SERVICES, OR ANY INTERNET BROWSER SOFTWARE AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE.

Indemnity

To the fullest extent permitted by law, you agree to indemnify, defend and hold Rayo and all of its successors, parents, subsidiaries, affiliates, officers, directors, stockholders, investors, employees, agents, representatives and attorneys and their respective heirs, successors and assigns (collectively, the “Indemnified Parties”), harmless from and against any and all claims, liabilities, losses, damages, costs and expenses, including, without limitation, reasonable attorneys’ fees, incurred by the Indemnified Parties arising out of or relating to (i) your access to, use of or alleged use of the Rayo Site, the Rayo App or the Services; (ii) your violation of this Terms of Use or any representation, warranty, or agreements referenced herein, or any applicable law or regulation; (iii) your violation of any third party right, including without limitation any intellectual property right, publicity, confidentiality, property or privacy right; or (iv) any disputes or issues between you and any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim. Rayo reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you. You agree not to settle any matter without the prior written consent of Rayo.

Limitations of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER THE INDEMNIFIED PARTIES NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OPERATING OR DELIVERING THE SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE OR ANY OTHER LEGAL THEORY, WHETHER OR NOT THE INDEMNIFIED PARTIES HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE WHERE SUCH DAMAGES RESULT FROM: (i) YOUR ACCESS TO OR USE OF, OR INABILITY TO ACCESS OR USE, THE SERVICES, OR (ii) ANY PURCHASE OF A THIRD PARTY PRODUCT OR SERVICE BASED ON INFORMATION CONTAINED IN THE RAYO SERVICES, INCLUDING THE AVAILABILITY OF A COUPON. YOU SPECIFICALLY ACKNOWLEDGE THAT THE INDEMNIFIED PARTIES ARE NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH

YOU. FURTHER, THE INDEMNIFIED PARTIES WILL HAVE NO LIABILITY TO YOU OR TO ANY THIRD PARTY FOR ANY THIRD-PARTY CONTENT UPLOADED ONTO OR DOWNLOADED FROM THE SITE OR THROUGH THE SERVICE.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY IN CERTAIN CIRCUMSTANCES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THIS AGREEMENT. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT. THE LIMITATIONS WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

DISPUTE RESOLUTION, GOVERNING LAW AND JURISDICTION

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH US AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

You agree that any dispute between you and Rayo arising out of or relating to this Terms of Use or the Services (collectively, “Disputes”) will be governed by the arbitration procedure outlined below.

- **Governing Law.** Except as otherwise required by applicable law, the Terms of Use and the resolution of any Disputes shall be governed by and construed in accordance with the laws of the State of Delaware without regard to its conflict of laws principles. These laws will apply no matter where in the world you live, but if you live outside of the United States, you may be entitled to the protection of the mandatory consumer protection provisions of your local consumer protection law.
- **Notification:** You must notify us of any claim You may have under these Terms of Use within 12 months from the date You first knew or reasonably should have known of the basis of the claim. Any service of process in relation to such claim must also be made within that time period, otherwise the claim is extinguished.
- **Informal Dispute Resolution.** We want to address your concerns without needing a formal legal case. Before filing a claim against Rayo, you agree to try to resolve the Dispute informally by contacting support@Rayo.com. We will try to resolve the Dispute informally by contacting you through email. If a dispute

is not resolved within 15 days after submission, you or Rayo may bring a formal proceeding.

- **We Both Agree To Arbitrate.** You and Rayo agree to resolve any Disputes through final and binding arbitration, except as set forth under Exceptions to Terms of Use to Arbitrate below.
- **Opt-out of Terms of Use to Arbitrate.** You can decline this agreement to arbitrate by contacting [insert email] within 30 days of first accepting this Terms of Use and stating that you (include your first and last name) decline this arbitration agreement.
- **Arbitration Procedures.** The American Arbitration Association (AAA) will administer the arbitration under its Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes then in effect. Arbitration will be handled by a sole arbitrator in accordance with those rules. The arbitration will be held in the United States county where you live or work, San Francisco, California, or any other location we agree to.
- **Arbitration Fees.** The AAA rules will govern payment of all arbitration fees. If the value of your claim does not exceed \$10,000, Rayo will pay for the reasonable filing, administrative, and arbitrator fees associated with the arbitration, unless the arbitrator finds that either the substance of your claim or the relief sought was frivolous or brought for an improper purpose.
- **Exceptions to Terms of Use to Arbitrate.** Either you or Rayo may assert claims, if they qualify, in small claims court in San Francisco, California, or any United States county where you live or work. Either party may bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of the Services, or infringement of intellectual property rights (for example, trademark, trade secret, copyright or patent rights) without first engaging in arbitration or the informal dispute-resolution process described above.
- **No Class Actions.** You may only resolve Disputes with Rayo on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are not allowed under our agreement.
- **Judicial Forum for Disputes.** Except as otherwise required by applicable law, in the event that the agreement to arbitrate is found not to apply to you or your claim, you and Rayo agree that any judicial proceeding (other than small claims actions) will be brought in the federal or state courts of San Francisco County, California. Both you and Rayo consent to venue and personal jurisdiction there. We both agree to waive our right to a jury trial.
- **Limitation on Claims.** Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to this Terms of Use or the Services

must be filed within one (1) year after such claim or cause of action arose, or else that claim or cause of action will be barred forever.

With respect to any claims or dispute that arise out of or in connection with the Services (“Dispute”), you agree to first resolve the Dispute informally by contacting us at support@Rayo.com. We will try to resolve the Dispute by contacting you through the email address provided to us. If a Dispute is not resolved within 45 days after your first notification to us (“Resolution Period”), you or we may commence formal legal proceedings.

If the Dispute is resolved within the Resolution Period, the settlement shall be recorded in writing and signed by you and us within 10 days from the date both parties agreed on the settlement.

MISCELLANEOUS

Notices shall be provided to you in the English language in the mode and manner as set out in our E-Sign Terms of Use.

your use of the Rayo Site, the Rayo App and Services is personal to you, and you may not assign any rights under these Terms of Use to any third party.

We may assign and transfer any of our rights and obligations under these Terms of Use and in connection with the Rayo Site, the Rayo App and Services to any third party without your consent.

At any time, you shall, at our request, execute or procure the execution of such documents and do or procure the doing of such acts or things as we may reasonably require for the purpose of giving effect to this Terms of Use.

In the event any provision or part of the Terms of Use is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Terms of Use, will be inoperative.

Any delay in enforcing our rights under these Terms of Use or any waiver as to a particular default or other matter shall not constitute a waiver of our rights to the future enforcement of our rights under the Terms of Use, except with respect to an express written and signed waiver relating to a particular matter for a particular period of time.

These Terms of Use constitute the entire agreement between you and us with respect to the subject matter of these Terms of Use. These Terms of Use supersede and extinguish any previous agreement between you and us relating to the subject matter thereof.

If you have any questions regarding Rayo, the Services, or this Terms of Use please email us at support@rayo.com.