

RIGit Terms of Service

Please read these Terms of Service (the "Terms of Service") fully and carefully before using the website located at www.rigit.co (the "Site") and the services, features, content or applications, including the mobile application called "RIGit" (the "Application") (together with the Site, the "Services"), offered by RIGit LLC ("RIGit", "we", "us" or "our"). These Terms of Service set forth the legally binding terms and conditions for your use of the Services.

1. **Acceptance of Terms of Service.**

1. By registering for and/or using the Services in any manner, including but not limited to visiting or browsing the Site or downloading or using the Application, you agree to these Terms of Service (on behalf of yourself or the entity that you represent) and all other operating rules, policies and procedures that may be published from time to time on the Site or Application by us, each of which is incorporated by reference and each of which may be updated from time to time without notice to you, and you represent and warrant that you have the right, authority, and capacity to enter into these Terms of Service (on behalf of yourself or the entity that you represent). If you do not agree with all of the provisions of these Terms of Service, do not access and/or use the Services.
2. Certain of the Services may be subject to additional terms and conditions specified by us from time to time; your use of such Services is subject to those additional terms and conditions, which are incorporated into these Terms of Service by this reference. In the event of a conflict between the additional terms or other agreement and any provision in these Terms, the additional terms will prevail, but only with respect to the portion of the Services to which the additional terms apply.
3. These Terms of Service apply to all users of the Services, including, without limitation, users who are contributors of content, information, and other materials or services, registered or otherwise.
4. THE TERMS OF SERVICE INCLUDE A CLASS ACTION WAIVER AND A WAIVER OF JURY TRIALS, AND REQUIRE BINDING ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES.
5. THE TERMS OF SERVICE LIMIT THE REMEDIES THAT MAY BE AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

2. **Privacy Policy.** We know that your privacy is important. a copy of our Privacy Policy can be found here: RIGit.co

3. **Eligibility.** You represent and warrant that you are at least 13 years of age, provided that if you are under 18 years of age, your use of the Services is subject to requirements of parental consent. If you are under age 13, you may not, under any circumstances or for any reason, use the Services. We may, in our sole discretion, refuse to offer the Services to any person or entity and change its eligibility criteria at any time. You are solely responsible for ensuring that these Terms of Service are in compliance with all laws, rules and regulations applicable to you and the right to access the Services is revoked where these Terms of Service or use of the Services is prohibited or to the extent offering, sale or provision of the Services conflicts with any applicable law, rule or regulation. Further, the Services are offered only for your use, and not for the use or benefit of any third party.

4. **Registration.** To sign up for the Services, you must create an account (an "Account") by registering for an Account on the Services (an "Account") or logging in through your Facebook account (each a "Third Party Account") using your Facebook ID. You agree not to create an Account or use the Services if you have been previously removed by us or banned from any of the Services. RIGit reserves the right in its sole discretion to suspend or terminate your Account and refuse any and all current or future use of the Services (or any portion thereof) at any time for any reason. You agree that RIGit will not be liable to you or to any third party for any suspension or termination of your Account or any refusal of any use of the Services (or any portion thereof). Information on your profile may include information and content you provide

and/or upload as well as information we collect from your account with Third Party Accounts ("Profile Information"). RIGit reserves the right in its sole discretion to remove Profile Information at any time for any reason. You agree that RIGit will not be liable to you or to any third party for such removal. You must provide accurate and complete information and keep your Account information updated. You shall not: (i) select or use as a username a name of another person with the intent to impersonate that person; (ii) use as a username a name subject to any rights of a person other than you without appropriate authorization; or (iii) use, as a username, a name that is otherwise offensive, vulgar or obscene. You are solely responsible for the activity that occurs on your Account, and for keeping your Account password secure. You may never use another person's user account or registration information for the Services without permission. You must notify us immediately of any change in your eligibility to use the Services (including any changes to or revocation of any licenses from state authorities), breach of security or unauthorized use of your Account. You should never publish, distribute or post login information for your Account. You shall have the ability to delete your Account, either directly or through a request made to one of our employees or affiliates. By logging in through your Third Party Account, you permit us to access certain information from such Third Party Account for use by the Services and you represent that you are entitled to grant us such access without breach by you of any Third Party Account terms and conditions and without obligating us to pay any fees or making us subject to any usage limitations. By granting RIGit access to your Third Party Account, you understand that we may access, make available, and store any information, content, or other materials that you have provided to or stored in your Third Party Account ("Third Party Account Content") accessible through the Services so that it is available on your Account. You may control the amount of information that is accessible to us by adjusting your Third Party Account privacy settings. Unless otherwise specified in these Terms of Service, all Third Party Account Content will be deemed your User Content (as defined below) for all purposes of these Terms of Service. PLEASE NOTE THAT YOUR RELATIONSHIP WITH EACH THIRD PARTY ACCOUNT IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD PARTY ACCOUNT, AND WE DISCLAIM ANY LIABILITY FOR PERSONALLY IDENTIFIABLE INFORMATION THAT MAY BE PROVIDED TO US BY A THIRD PARTY ACCOUNT IN VIOLATION OF THE PRIVACY SETTINGS THAT YOU HAVE SET IN THE THIRD PARTY ACCOUNT. RIGit makes no effort to review any Third Party Account Content for any purpose, including but not limited to, for accuracy, legality or noninfringement, and RIGit is not responsible for any Third Party Account Content.

5. **Content.**

1. **Definition.** For purposes of these Terms of Service, the term "Content" includes, without limitation, information, data, text, photographs, videos, audio clips, written posts and comments, software, scripts, graphics, and interactive features generated, provided, or otherwise made accessible on or through the Services. For the purposes of this Agreement, "Content" also includes all User Content (as defined below).
2. **User Content.** All Content added, created, uploaded, submitted, distributed, or posted to the Services by users (collectively "User Content"), whether publicly posted or privately transmitted, is the sole responsibility of the person who originated such User Content. Each user owns its own User Content. You represent that all User Content provided by you is accurate, complete, up-to-date, and in compliance with all applicable laws, rules and regulations. You acknowledge that all Content, including User Content, accessed by you using the Services is at your own risk and you will be solely responsible for any damage or loss to you or any other party resulting therefrom. We do not guarantee that any Content you access on or through the Services is or will continue to be accurate. RIGit is not obligated to backup any User Content, and your User Content may be deleted at any time without prior notice. You are solely responsible for creating and maintaining your own backup copies of your User Content if you desire. RIGit has no responsibility or liability for the deletion or accuracy of any User Content; the failure to store, transmit, or receive transmission of User Content; or the security, privacy, storage, or transmission of other communications originating with

or involving use of the Services. You acknowledge that RIGit has no obligation to pre-screen User Content, although RIGit reserves the right in its sole discretion to pre-screen, refuse, or remove any User Content at any time for any reason.

3. **Notices and Restrictions.** The Services may contain Content specifically provided by us, our brands, partners or our users and such Content is protected by copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws. You shall abide by and maintain all copyright notices, information, and restrictions contained in any Content accessed through the Services.
4. **Use License.** Subject to these Terms of Service, we grant each user of the Services a worldwide, non-exclusive, non-sublicensable and non-transferable license to use (i.e., to download and display locally) Content solely for purposes of using the Services. Use, reproduction, modification, distribution or storage of any Content for other than purposes of using the Services is expressly prohibited without prior written permission from us. You shall not sell, license, rent, or otherwise use or exploit any Content for commercial use or in any way that violates any third party right.
5. **License Grant.** By submitting User Content through the Services, you hereby do and shall grant us a worldwide, non-exclusive, perpetual, royalty-free, fully paid, sublicensable and transferable license to use, edit, modify, truncate, aggregate, reproduce, distribute, prepare derivative works of, display, perform, and otherwise fully exploit the User Content in connection with the Site, the Application, the Services and our (and our successors' and assigns') businesses, including without limitation for promoting and redistributing part or all of the Site, the Application or the Services (and derivative works thereof) in any media formats and through any media channels (including, without limitation, third party websites and feeds), and including after your termination of your Account or the Services. You also hereby do and shall grant each user (including any brands that post content to the Services) of the Site, the Application and/or the Services a non-exclusive, perpetual license to access your User Content that is available to such user through the Site and/or the Services, and to use, edit, modify, reproduce, distribute, prepare derivative works of, display and perform such User Content, including after your termination of your Account or the Services. For clarity, the foregoing license grants to us and our brands and users does not affect your other ownership or license rights in your User Content, including the right to grant additional licenses to your User Content, unless otherwise agreed in writing. You represent and warrant that you have all rights to grant such licenses to us without infringement or violation of any third party rights, including without limitation, any privacy rights, publicity rights, copyrights, trademarks, contract rights, or any other intellectual property or proprietary rights.
6. **Availability of Content.** We do not guarantee that any Content will be made available on the Site, the Application or through the Services. We reserve the right to, but do not have any obligation to, (i) remove, edit or modify any Content in our sole discretion, at any time, without notice to you and for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content or if we are concerned that you may have violated these Terms of Service), or for no reason at all and (ii) to remove or block any Content from the Services.
7. **Enforcement.** We reserve the right (but have no obligation) to review any User Content, and to investigate and/or take appropriate action against you in our sole discretion if you violate these Terms of Service or otherwise create liability for us or any other person. Such action may include removing or modifying your User Content, terminating your Account, and/or reporting you to law enforcement authorities.
8. **Content Provided by Other Parties.** The Services may contain User Content provided by other users or third parties. We are not responsible for and do not control such User Content. We have the right, but no obligation to review or monitor such content. We do not approve, endorse or make any representations or warranties with respect to such User Content. You use all such User Content at your own risk.

6. License.

1. **License Grant.** Subject to your compliance with the terms and conditions of these Terms of Service, we grant to you a limited, revocable, non-exclusive, non-transferable license, without the right to sublicense, to (i) download and install the Application on compatible devices that you own and control and run such cop(ies) of the Application and (ii) use the other aspects of the Site and Services solely for your private, personal, non-commercial use. Furthermore, with respect to any Application downloaded through the Apple App Store Google Chrome Web Store, Google Play marketplace, or any similar store or marketplace (each, an "App Store" and references to an App Store include the corporate entity and its subsidiaries making such App Store available to you), you agree to comply with all applicable third party terms of the relevant App Store (e.g. Apple App Store's "Usage Rules") (the "Usage Rules"). To the extent these Terms of Service provide for usage rules that are less restrictive than or otherwise in conflict with the Usage Rules, the more restrictive term applies. We and our licensors and suppliers reserve all rights not expressly granted to you in these Terms of Service.
2. **Restrictions.** Except as expressly specified in these Terms of Service, you shall not (i) modify, or make derivative works of, disassemble, reverse compile or reverse engineer any part of the Services; (ii) license, transfer, sell, rent, lease, distribute, assign, host, sublicense or otherwise commercially exploit the Services, in whole or in part; (iii) frame or utilize framing techniques to enclose any trademark, logo, or other portion of the Services (including images, text, page layout, or form); (iv) use any metatags or other "hidden text" using RIGit's name or trademarks; (v) use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to "scrape" or download data from any web pages contained in the Site or Application (except that we grant the operators of public search engines revocable permission to use spiders to copy materials from the Site or Application for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such); (vi) access the Services in order to build a similar or competitive website, product, or service; (vii) copy, reproduce, distribute, republish, download, display, post or transmit any part of the Services in any form or by any means; (viii) remove or destroy any copyright notices or other proprietary markings contained on or in the Services; or (ix) make the functionality of the Site or Application available to multiple users through any means, including, but not limited to distribution of the Site or Application or by uploading the Site or Application to a network or file-sharing service or through any hosting, application services provider or any other type of service. You will comply with any technical restrictions in the Application that allow you to use the Application only in certain ways. Any unauthorized use of the Services terminates the licenses granted by RIGit pursuant to these Terms of Service. RIGit makes no representation that the Services are appropriate for use in locations other than the United States.
3. **Updates and Upgrades; No Obligation.** We are not obligated to maintain or support the Services, or to provide you with updates, upgrades or services related thereto. You acknowledge that RIGit may from time to time in its sole discretion issue updates or upgrades to the Services. You agree that the terms and conditions of these Terms of Service will apply to all such updates or upgrades.
4. **U.S. Government Users.** The Services and related documentation are "commercial items" as that term is defined in FAR 2.101, consisting of "commercial computer software" and "commercial computer software documentation," respectively, as such terms are used in FAR 12.212 and DFARS 227.7202. If the Services and related documentation are being acquired by or on behalf of the U.S. Government, then, as provided in FAR 12.212 and DFARS 227.7202-1 through 227.7202-4, as applicable, the U.S. Government's rights in the Services and related documentation will be only those specified in these Terms of Service.

5. **Export Control.** The Services may be subject to U.S. export control laws and may be subject to export or import regulations in other countries. You agree not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from RIGit, or any products utilizing such data, in violation of the United States export laws or regulations.
6. **Modification.** RIGit reserves the right, at any time, to modify, suspend, or discontinue the Services (in whole or in part) with or without notice to you. You agree that RIGit will not be liable to you or to any third party for any modification, suspension, or discontinuation of the Services or any part thereof.
7. **Ownership.** Excluding any User Content that you may provide, you acknowledge that (i) the Services are and will remain the sole property of RIGit and is subject to protection under U.S. and foreign copyright laws and (ii) all the intellectual property rights, including copyrights, patents, trademarks, and trade secrets, in the Services and content made available through the Services are owned by RIGit or its licensors or suppliers. RIGit's name, logo, and the product names associated with the Services belong to RIGit (or its licensors or suppliers, where applicable), and no right or license is granted to use them by implication, estoppel or otherwise. Neither these Terms of Service nor your access to the Services transfers to you or any third party any rights, title or interest in or to such intellectual property rights, except for the limited access rights expressly set forth in these Terms of Service.
8. **Feedback.** You agree that submission of any ideas, suggestions, and/or proposals to us ("Feedback") is at your own risk and that RIGit has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to RIGit a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner it deems appropriate, any and all Feedback, and to sublicense the foregoing rights. RIGit will treat any Feedback you provide to RIGit as non-confidential and non-proprietary.

7. Rules of Conduct.

1. As a condition of use, you promise not to use the Services for any purpose that is prohibited by these Terms of Service. You are responsible for all of your activity in connection with the Services.
2. You shall not (and shall not permit any third party to) either (a) take any action or (b) upload, download, post, submit or otherwise distribute or facilitate distribution of any Content on or through the Service, including without limitation any User Content, that:
 1. infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any other person or entity or violates any law or contractual duty (see our DMCA Copyright Policy below);
 2. you know is false, misleading, untruthful or inaccurate;
 3. is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, vulgar, pornographic, offensive, profane, contains or depicts nudity, contains or depicts sexual activity, or is otherwise inappropriate as determined by us in our sole discretion;
 4. constitutes unauthorized or unsolicited advertising, junk or bulk e-mail ("spamming");
 5. contains software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data, password or other information of ours or of any third party;

6. impersonates any person or entity, including any of our employees or representatives; or
 7. includes anyone's identification documents or sensitive financial information.
 3. You shall not: (i) take any action that imposes or may impose (as determined by us in our sole discretion) an unreasonable or disproportionately large load on our (or our third party providers') infrastructure; (ii) interfere or attempt to interfere with the proper working of the Services or any activities conducted on the Services; (iii) bypass, circumvent or attempt to bypass or circumvent any measures we may use to prevent or restrict access to the Services (or other accounts, computer systems or networks connected to the Services); (iv) run any form of auto-responder or "spam" on the Services; (v) use manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Site; (vi) harvest or scrape any Content from the Services; or (vii) otherwise take any action in violation of our guidelines and policies.
 4. You shall abide by all applicable local, state, national and international laws and regulations.
 5. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce these Terms of Service, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of us, our users and the public.
8. **Third Party Services.** The Services may permit you to link to other websites, services or resources on the Internet, and other websites, services or resources may contain links to the Services. When you access third party resources on the Internet, you do so at your own risk. These other resources are not under our control, and you acknowledge that we are not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of such websites or resources. The inclusion of any such link does not imply our endorsement or any association between us and their operators. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such website or resource.
9. **App Stores.** You acknowledge and agree that the availability of the Application is dependent on the App Store from which you received the App. You acknowledge that this Agreement is between you and RIGit and not with the App Store. RIGit, not the App Store, is solely responsible for the App, including the App, the content thereof, maintenance, support services, and warranty therefor, and addressing any claims relating thereto (e.g., product liability, legal compliance or intellectual property infringement). In order to use the App, you must have access to a wireless network, and you agree to pay all fees associated with such access. You also agree to pay all fees (if any) charged by the App Store in connection with the App, including the App. You agree to comply with, and your license to use the App is conditioned upon your compliance with, all applicable third-party terms of agreement (e.g., the App Store's terms and policies) when using the App, including the App. You acknowledge that the App Store (and its subsidiaries) are third-party beneficiaries of this Agreement and will have the right to enforce them. If you are accessing the Services via an Application on a device provided by Apple, Inc. ("Apple") or an Application obtained through the Apple App Store, the following shall apply:
 1. Both you and RIGit acknowledge that these Terms of Service are concluded between you and RIGit only, and not with the App Store, and that RIGit, and not the App Store, is responsible for the Application and the content thereof;
 2. The Application is licensed to you on a limited, non-exclusive, non-transferable, non-sublicensable basis, solely to be used in connection with the Services for your private, personal, non-commercial use, subject to all the terms and conditions of these Terms of Service as they are applicable to the Services;
 3. You will only use the Application in connection with an Apple device that you own or control;

4. You acknowledge and agree that RIGit is responsible for providing any maintenance and support services with respect to the Application and the App Store has no obligation whatsoever to furnish any maintenance and support services with respect to the Application;
5. In the event of any failure of the Application to conform to any applicable warranty, including those implied by law, you may notify the App Store, and the App Store may refund the purchase price for the Application to you; and to the maximum extent permitted by applicable law, the App Stores will not have any other warranty obligation whatsoever with respect to the Application, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be RIGit's sole responsibility;
6. You acknowledge and agree that RIGit, and not Apple, is responsible for addressing any claims you or any third party may have in relation to the Application or your possession and/or use of that Application, including, but not limited to: (1) product liability claims; (2) any claim that the Application fails to conform to any applicable legal or regulatory requirement; and (3) claims arising under consumer protection or similar legislation;
7. You acknowledge and agree that, in the event of any third party claim that the Application or your possession and use of the Application infringes that third party's intellectual property rights, RIGit, and not Apple, will be responsible for the investigation, defense, settlement and discharge of any such infringement claim;
8. You represent and warrant that you are not located in a country subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and that you are not listed on any U.S. Government list of prohibited or restricted parties;
9. Both you and RIGit acknowledge and agree that, in your use of the Application, you will comply with any applicable third party terms of agreement (e.g., the App Store's terms and policies and the Usage Rules) which may affect or be affected by such use;
10. Both you and RIGit acknowledge and agree that Apple and Apple's subsidiaries are third party beneficiaries of these Terms of Service, and that upon your acceptance of these Terms of Service, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Service against you as the third party beneficiary hereof; and
11. RIGit is solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed.

10. **Payments.**

1. **Payments.** We use a third-party payment processor (the "Payment Processor") to allow you to pay for products purchased through the Services. The processing of payments will be subject to the terms, conditions and privacy policies of the Payment Processor in addition to this Agreement. We are not responsible for error by the Payment Processor. By choosing to purchase goods through the Services, you agree to pay through the Payment Processor, all charges at the prices then in effect for your purchase in accordance with the applicable payment terms and you authorize us, via the applicable Payment Processor, to charge your chosen payment provider ("Payment Method"). Such charges for your purchase may include shipping fees and state and local sales tax, the amount of which varies due to factors including the type of item purchased and the shipping destination. You agree to make payment using that selected Payment Method. We reserve the right to correct any errors or mistakes that it makes even if it has already requested or received payment. You acknowledge and agree that (i) your purchases through the Services are transactions between you and the brand of such purchases, and not with us or any of our affiliates; and (ii) we are not a party to your payment transaction for such purchases and we are not a buyer or a seller in connection with such transactions.

2. **Payment Method.** The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution, credit card issuer or other provider of your chosen Payment Method. If we, via the Payment Processor, do not receive payment from you, you agree to pay all amounts due on your applicable purchase upon demand.
3. **Current Information Required.** YOU MUST PROVIDE CURRENT, COMPLETE AND ACCURATE INFORMATION FOR YOUR PAYMENT METHOD. YOU MUST PROMPTLY UPDATE ALL INFORMATION TO KEEP YOUR PAYMENT METHOD CURRENT, COMPLETE AND ACCURATE (SUCH AS A CHANGE IN BILLING ADDRESS, CREDIT CARD NUMBER, OR CREDIT CARD EXPIRATION DATE), AND YOU MUST PROMPTLY NOTIFY US IF YOUR PAYMENT METHOD IS CANCELED (E.G., FOR LOSS OR THEFT) OR IF YOU BECOME AWARE OF A POTENTIAL BREACH OF SECURITY, SUCH AS THE UNAUTHORIZED DISCLOSURE OR USE OF YOUR USER NAME OR PASSWORD.

11. Products.

1. **Shipping and Returns; Customer Service.** We know that the cost of shipping and the ease of returning purchased goods affects your buying decision. If you have any questions about a particular product, or you have questions about shipping or making a return, please contact us at returns@rigit.co.
2. **Product Descriptions.** Descriptions, images, references, features, content, specifications, products, prices, and availability of any products made available through the Services are subject to change without notice, and our current prices can be found on the Services. We make reasonable efforts to accurately display the attributes of the products, including the applicable colors; however, the actual color you see will depend on your computer system, and we cannot guarantee that your computer will accurately display such colors. The inclusion of any products on the Services at a particular time does not imply or warrant that these products will be available at any time. It is your responsibility to ascertain and obey all applicable local, state, federal, and international laws (including minimum age requirements) in regard to the possession, use, and sale of any product purchased through the Services. By placing an order, you represent that the products ordered will be used only in a lawful manner. We reserve the right, with or without prior notice, to limit the available quantity of or discontinue any product; to honor or impose conditions on the honoring of, any coupon, coupon code, promotional code, or other similar promotions; to bar any user from making any or all purchases; and to refuse to provide any user with any product.

12. Sweepstakes, Giveaways and Contests.

From time to time, we or our brands may feature sweepstakes and giveaways (collectively, "Sweepstakes"), as well as contests ("Contests") on the Services. For Sweepstakes, winners shall be chosen at random. In contrast, for Contests, winners shall be chosen based on skill. In addition to specific rules and descriptions for each Sweepstakes or Contest on the Services, which are incorporated herein, the following terms apply.

1. NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. MAKING A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING.
2. Subject to these Terms of Service, Sweepstakes and Contests are only open only to permanent legal U.S. residents who are at least 18 years old as of the date of entry. Employees of the applicable brand, RIGit, or any other entity associated with the applicable prize, and their respective parents, affiliates, subsidiaries, advertising and promotion agencies and any other entity involved in the development or administration of the Sweepstakes or Contests, and their immediate family members or household members are not eligible to participate in or win the applicable Sweepstakes or Contests. THE SWEEPSTAKES AND CONTESTS ARE VOID WHERE PROHIBITED OR RESTRICTED BY LAW OR WHERE BONDING, REGISTRATION, OR OTHER REQUIREMENTS WOULD BE REQUIRED BUT HAVE NOT BEEN MET, OR WHERE

THE METHODS OF ENTRY SET FORTH BELOW WOULD BE DEEMED CONSIDERATION. ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS APPLY.

3. We and the applicable brand expressly reserve the right to disqualify any entries that we believe in good faith are generated by an automated means or scripts, or if you fail to comply with these terms in our sole discretion. Entries generated by script, macro or other automated means are void. Our decisions are final and binding with respect to all matters related to Sweepstakes or Contests. In no event shall we be obligated to award any prizes other than those described. We reserve the right to substitute a prize of equal or greater monetary value for any prize if such prize should become unavailable for any reason. Winners shall be responsible and liable for all federal, state and local taxes on the value of the prizes, and any related shipping and handling charges. Please contact us to receive a complete list of winners for each Sweepstakes or Contest. Depending on the Sweepstakes or Contest, we or the applicable brand associated with the prize shall be solely responsible for prize fulfillment.
 4. By entering a Sweepstakes or Contest, you agree to conform to all federal, state and local laws and regulations. When applicable, the winner may be required to execute and return (and winning may be conditioned upon the winner executing and returning) to us or the applicable brand, within ten (10) business days, an Affidavit of Eligibility and a Liability and Publicity Release drafted by us to be eligible for the prize, or an alternate winner will be selected. Winners may also be required to complete relevant tax forms or furnish proof of identity. Unless prohibited by applicable law, your acceptance of a prize constitutes your permission for us and the applicable brand to use your name, photograph, likeness, voice, address (city and state) and testimonials in all media, in perpetuity, in any manner we deem appropriate for publicity purposes without any compensation to you or any review or approval rights, notifications, or permissions; and constitutes your consent for us to disclose your personally identifiable information to third parties (including, without limitation, placing the winner's name on a winner's list).
 5. Participation in the Sweepstakes or Contests is at your own risk. Neither RIGit nor the applicable brand shall be liable for any technical malfunctions, electronic miscommunications, or technical hardware or software failures of any kind which may limit your ability to participate in the Sweepstakes or Contests, or any other injury or damage in connection with the Sweepstakes or Contests. THE PRIZES ARE AWARDED "AS IS" AND NEITHER RIGIT NOR THE APPLICABLE BRAND MAKES ANY, AND RIGIT AND THE APPLICABLE BRAND HEREBY DISCLAIM ANY AND ALL, REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE PRIZES.
 6. Any person attempting to defraud or in any way tamper with the Sweepstakes and Contests may be prosecuted to the full extent of the law. We reserve the right to modify these terms in any way or at any time. We reserve the right, in our sole discretion, to cancel or suspend any Sweepstakes or Contests should viruses, bugs or other causes beyond their control corrupt the administration, security or proper operation of such Sweepstakes or Contests. In the event of cancellation or suspension, we shall promptly post a notice on the Services to such effect.
13. **Term; Termination.** Subject to this Section, these Terms of Service will remain in full force and effect while you use the Services. We may terminate your Account or your access to all or any part of the Services at any time, with or without cause, with or without notice, effective immediately, which may involve deletion of your User Content associated with your Account from our live databases. If you wish to terminate your Account, you may do so by following the instructions on the Site or through the Services. RIGit will not have any liability whatsoever to you for any termination of your rights under these Terms of Service, including for termination of your Account or deletion of your User Content. All provisions of these Terms of Service which by their nature should survive termination shall survive termination, including, without limitation, licenses of User Content, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

14. **Warranty Disclaimer.**

1. We have no special relationship with or fiduciary duty to you. You acknowledge that we have no duty to take any action regarding:
 1. which users gain access to the Services;
 2. what Content you access via the Services; or
 3. how you may interpret or use the Content.
2. You hereby forever discharge and release us, our affiliates and each of our and their respective employees, contractors, directors, suppliers and representatives from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to: (i) the Services; (ii) any inaccurate, incomplete, unreliable, illegal or infringing Content posted on the Services, whether caused by us or any user of the Services, or by any of the equipment or programming associated with or utilized in the Services; (iii) the conduct, whether online or offline, of any user; (iv) any injury, loss or damage caused by another user or User Content posted on the Services, whether online or offline; and (v) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, the Services' users' communications.es. IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."
3. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES AND CONTENT ARE PROVIDED "AS IS", "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. WE, AND OUR DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, LICENSORS, PARTNERS AND CONTENT PROVIDERS DO NOT WARRANT THAT: (I) THE SERVICES WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (II) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (III) ANY CONTENT OR SOFTWARE AVAILABLE AT OR THROUGH THE SERVICES IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (IV) THE RESULTS OF USING THE SERVICES WILL MEET YOUR REQUIREMENTS. YOUR USE OF THE SERVICES IS SOLELY AT YOUR OWN RISK. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SITE OR SERVICES, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF FIRST USE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY RIGIT OR ITS AUTHORIZED REPRESENTATIVES WILL CREATE A WARRANTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

15. **Indemnification.** You shall defend, indemnify, and hold harmless us, our affiliates and each of our and their respective employees, contractors, directors, suppliers and representatives from all liabilities, claims, and expenses, including reasonable attorneys' fees, that arise from or relate to (a) your use of, or inability to use, the Services; (b) your violation of these Terms of Service; (c) your violation of applicable laws or regulations; (d) your User Content; (e) your violation of any rights of another party, including any users; or (f) your interaction with any other

user. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with us in asserting any available defenses. You agree not to settle any matter without the prior written consent of RIGit. RIGit will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

16. **Limitation of Liability.** IN NO EVENT SHALL WE, NOR OUR DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS, LICENSORS OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SERVICES (I) FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, COMPENSATORY OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, SUBSTITUTE GOODS OR SERVICES (HOWEVER ARISING), (II) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGIN), OR (III) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) OF THE LESSER OF (A) THE AMOUNT PAID FOR THE APPLICABLE PURCHASE GIVING RISE TO THE LIABILITY OR (B) \$500.00 AND THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN RIGIT AND YOU.
17. **Arbitration Agreement; Class Waiver; Waiver of Trial by Jury.** Please read this Section ("Arbitration Agreement") carefully. It is part of your contract with RIGit and affects your rights. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.
 1. Contact RIGit First. If a dispute arises between you and RIGit, our goal is to learn about and address your concerns and, if we are unable to do so to your satisfaction, to provide you with a neutral and cost effective means of resolving the dispute quickly. You agree that you will notify us about any dispute you have with RIGit regarding our Site or Services by emailing: info@rigit.co.
 2. Applicability of Arbitration Agreement. All claims and disputes in connection with these Terms of Service or the use of any product or service provided by RIGit that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under the terms of this Arbitration Agreement. This Arbitration Agreement applies to you and RIGit, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under these Terms of Service.
 3. Arbitration Rules. The Federal Arbitration Act governs the interpretation and enforcement of this dispute resolution provision. Arbitration shall be initiated through the American Arbitration Association ("AAA"), an established alternative dispute resolution provider ("ADR Provider") that offers arbitration as set forth in this Section. If AAA is not available to arbitrate, the parties shall agree to select an alternative ADR Provider. The rules of the ADR Provider shall govern all aspects of this arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with these Terms of Service ("Arbitration Rules"). The AAA Consumer Arbitration Rules governing the arbitration are available online at www.adr.org or by calling the AAA at 1-800-778-7879. The arbitration shall be conducted by a single, neutral arbitrator. Any claims or disputes where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US \$10,000.00) may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (US \$10,000.00) or more, the right to a hearing will be

determined by the Arbitration Rules. Any hearing will be held in a location within one hundred (100) miles of your residence, unless you reside outside of the United States (in which case hearing will be held in the capital of your country), and unless the parties agree otherwise. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

4. Additional Rules for Non-appearance Based Arbitration. If non-appearance arbitration is elected as provided above, the arbitration shall be conducted by telephone, online and/or based solely on written submissions; the specific manner shall be chosen by the party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties.
5. Authority of Arbitrator. The arbitrator will decide the rights and liabilities, if any, of you and RIGit, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the Arbitration Rules, and these Terms of Service. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and RIGit.
6. Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in court and are subject to very limited review by a court. In the event any litigation should arise between you and RIGit in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND RIGIT WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.
7. Waiver of Class or Consolidated Actions. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. In the event that this subparagraph is deemed invalid or unenforceable neither you nor we are entitled to arbitration and instead claims and disputes shall be resolved in a court located in New York, New York.
8. Confidentiality. No part of the procedures shall be open to the public or the media. All evidence discovered or submitted at the hearing is confidential and may not be disclosed, except by written agreement of the parties, pursuant to court order or unless required by law. This Paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce this Arbitration Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.
9. Severability. If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.
10. Right to Waive. Any or all of the rights and limitations set forth in this Arbitration Agreement may be waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Arbitration Agreement.
11. Survival of Agreement. This Arbitration Agreement will survive the termination of your relationship with RIGit.

12. **Courts.** In any circumstances where the foregoing Arbitration Agreement permits the parties to litigate in court, the parties hereby agree to submit to the personal jurisdiction of the courts located in New York, New York, for such purpose.
13. **Governing Law.** These Terms of Service and any action related thereto will be governed and interpreted by and under the laws of the State of New York, consistent with the Federal Arbitration Act, without giving effect to any principles that provide for the application of the law of another jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms.
18. **Changes.** These Terms of Service are subject to occasional revision. We will notify you of any changes to our Terms of Service by posting the new Terms of Service here: []. After we make the change and we will change the "Effective" date below. If we make any substantial changes, we may notify you by sending you an e-mail to the last e-mail address you provided to us (if any), and/or by prominently posting notice of the changes on the Site and/or Application. You are responsible for providing us with your most current e-mail address. In the event that the last e-mail address that you have provided us is not valid, or for any reason is not capable of delivering to you the notice described above, our dispatch of the e-mail containing such notice will nonetheless constitute effective notice of the changes described in the notice. Any changes to these Terms of Service will be effective upon the earlier of thirty (30) calendar days following our dispatch of an e-mail notice to you (if applicable) or thirty (30) calendar days following our posting of notice of the changes. These changes will be effective immediately for new users of our Services. Continued use of our Services following notice of such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.
19. **Miscellaneous.**
 1. **Entire Agreement and Severability.** These Terms of Service are the entire agreement between you and us with respect to the Services, including use of the Site and the Application, and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and us with respect to the Services. If any provision of these Terms of Service is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms of Service will otherwise remain in full force and effect and enforceable.
 2. **Force Majeure.** We shall not be liable for any failure to perform our obligations hereunder where such failure results from any cause beyond our reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation.
 3. **Assignment.** These Terms of Service are personal to you, and are not assignable, transferable or sublicensable by you except with our prior written consent. We may assign, transfer or delegate any of our rights and obligations hereunder without consent. These Terms of Service are binding upon and will inure to the benefit of both parties and their respective successors, heirs, executors, administrators, personal representatives, and permitted assigns.
 4. **Agency.** Your relationship to RIGit is that of an independent contractor and no agency, partnership, joint venture, or employment relationship is created as a result of these Terms of Service and neither party has any authority of any kind to bind the other in any respect.
 5. **Electronic Communication.** The communications between you and RIGit use electronic means, whether you use the Services or send us emails, or whether RIGit posts notices on the Services or communicates with you via email. For contractual purposes, you (i) consent to receive communications from RIGit in an electronic form; and (ii) agree that all terms and conditions, agreements, notices, disclosures, and other communications that RIGit provides to you electronically satisfy any legal requirement that such communications would satisfy if it were be in a hardcopy writing. The

foregoing does not affect your non-waivable rights. Electronic notices should be sent to [XXXXXX]@rigit.co.

6. **No Waiver.** Our failure to enforce any part of these Terms of Service shall not constitute a waiver of our right to later enforce that or any other part of these Terms of Service. Waiver of compliance in any particular instance does not mean that we will waive compliance in the future. In order for any waiver of compliance with these Terms of Service to be binding, we must provide you with written notice of such waiver through one of our authorized representatives.
7. **Headings; Construction.** The section and paragraph headings in these Terms of Service are for convenience only and shall not affect their interpretation. The word "including" means "including without limitation."
8. **Consumer Complaints.** In accordance with California Civil Code Â§1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.
9. **Copyright/Trademark Information.** Copyright © 2016 RIGit. All rights reserved. All trademarks, logos and service marks ("Marks") displayed on the Services are our property or the property of other third parties. You are not permitted to use these Marks without our prior written consent or the consent of such third party which may own the Marks.

20. **DMCA Copyright Policy.**

1. RIGit has adopted the following general policy toward copyright infringement in accordance with the Digital Millennium Copyright Act (<http://lcweb.loc.gov/copyright/legislation/dmca.pdf>) that provides for the removal of any infringing materials and for the termination, in appropriate circumstances, of users of our Services who are repeat infringers of intellectual property rights, including copyrights. The address of the Designated Agent to Receive Notification of Claimed Infringement ("Designated Agent") is listed at the end of this policy.
2. Procedure for Reporting Copyright Infringement. If you believe that material or content residing on or accessible through the Services infringes a copyright, and wish to have the allegedly infringing material removed, please send a written notification (pursuant to 17 U.S.C. § 512(c) of copyright infringement containing the following information to the Designated Agent listed below:
 1. A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that has been allegedly infringed;
 2. Identification of works or materials being infringed;
 3. Identification of the material that is claimed to be infringing including information regarding the location of the infringing materials that the copyright owner seeks to have removed, with sufficient detail so that RIGit is capable of finding and verifying its existence;
 4. Contact information about the notifier including address, telephone number and, if available, e-mail address;
 5. A statement that the notifier has a good faith belief that the material is not authorized by the copyright owner, its agent, or the law; and
 6. A statement made under penalty of perjury that the information provided is accurate and the notifying party is authorized to make the complaint on behalf of the copyright owner.
3. Please note that, pursuant to 17 U.S.C. § 512(f), any misrepresentation of material fact (falsities) in a written notification automatically subjects the complaining party to liability for any damages, costs and attorney's fees incurred by us in connection with the written notification and allegation of copyright infringement.
4. Please contact the Designated Agent to Receive Notification of Claimed Infringement for RIGit at info@rigit.co or at:

RIGit

36 Plaza Street, #9G
Brooklyn, New York 11238

Contact. You may contact us at the following address: RIGIT LLC, 36 Plaza Street, #9G. Brooklyn, New York, 11238

Effective Date of Terms of Service: 12/15/2016

RIGit Promotions Terms & Conditions

Only one promotion can be applied to a purchase at a time. If customer is eligible for multiple promotions at the time of checkout, the largest of the discounts will be applied to the item. RIGit reserves the right to modify or impose terms and conditions on specific individual promotions at any point. Applies only on the most recent version of the RIGitapp. Brands can be excluded from promos at their discretion.

Terms & Conditions:

From time to time, RIGit LLC ("RIGit") may offer certain discounts on product purchases ("Promotions") on the RIGit application ("Application"). In addition to any specific rules and descriptions for each Promotion, which are incorporated herein, and the RIGit Terms of Service, the following terms apply. Each Promotion is valid only during the specified time period ("Promotion Period"). During the applicable Promotion Period, any discount shall be automatically applied to the order amount of each order you place on the Application during the Promotion Period, excluding shipping charges and applicable taxes, except that if a specific Promotion indicates that the discount shall be applied only once for each user of the Application during the applicable Promotion Period, then (i) such discount shall be automatically applied to the order amount of the first order you place on the Application during the Promotion Period, excluding shipping charges and applicable taxes, and (ii) any discount for such Promotion shall be applied only once for each user of the Application during the applicable Promotion Period, even if the applicable product corresponding to the order on which such discount was applied is returned or exchanged. The remaining balance on the order amount after any discount is applied is your sole responsibility. You cannot choose when or when not to apply any discount for a given Promotion. Promotions are valid for use on the Application only and are void where prohibited or restricted by law. Promotions cannot be applied to previous purchases, redeemed for cash or used in combination with any other Promotions. RIGit reserves the right, in its sole discretion at any time, to cancel, suspend, terminate or modify any aspect of any Promotion, with or without notice to you. RIGit also reserves the right, in its sole discretion, to terminate your participation in any Promotion at any time, with or without cause, with or without notice, effective immediately, including without limitation if RIGit deems or suspects any violation of these terms and conditions, cheating, fraud or tampering with the operation of such Promotion.

By participating in a Promotion, you agree to release and hold harmless RIGit, its affiliates, suppliers, the brands on the Application, and each of RIGit's and their respective parent companies, subsidiaries, affiliates, partners, employees, contractors, directors, officers, agents, suppliers and representatives, from any and all liabilities, claims, damages, injury, loss, harm, cost or expenses, including without limitation property damage, personal injury and/or death, that arise from or relate to in any way such Promotion and/or your use of such Promotion.

ARBITRATION CLAUSE AND CLASS ACTION WAIVER **IMPORTANT PLEASE REVIEW AS THIS AFFECTS YOUR LEGAL RIGHTS.**

YOU AGREE THAT ALL DISPUTES BETWEEN YOU AND RIGIT (WHETHER OR NOT SUCH DISPUTE INVOLVES A THIRD PARTY) WITH REGARD TO THE PROMOTIONS, WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION UNDER THE AMERICAN ARBITRATION ASSOCIATION'S RULES FOR ARBITRATION OF CONSUMER-RELATED DISPUTES AND YOU AND RIGIT HEREBY EXPRESSLY WAIVE TRIAL BY JURY. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND RIGIT WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION. As an alternative, you may bring your claim in your local "small claims" court, if permitted by that small claims court's rules and if within such court's jurisdiction, unless such action is transferred, removed or appealed to a different court. You may bring claims only on your own behalf. Neither you nor RIGit will participate in a class action or class-wide arbitration for any claims covered by these terms to arbitrate. YOU ARE GIVING UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST RIGIT INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS. You also agree not to participate in claims brought in a private attorney general or representative capacity, or

consolidated claims involving another person's account, if RIGit is a party to the proceeding. This dispute resolution provision will be governed by the Federal Arbitration Act and not by any state law concerning arbitration. In the event the American Arbitration Association is unwilling or unable to set a hearing date within one hundred and sixty (160) days of filing the case, then either RIGit or you can elect to have the arbitration administered instead by the Judicial Arbitration and Mediation Services. Judgment on the award rendered by the arbitrator may be entered in any court having competent jurisdiction. Any provision of applicable law notwithstanding, the arbitrator will not have authority to award damages, remedies or awards that conflict with these terms and conditions. If the prohibition against class actions and other claims brought on behalf of third parties contained above is found to be unenforceable, then all of the preceding language in this arbitration provision will be null and void. In such event, you hereby expressly consent to exclusive jurisdiction and venue in the courts located in New York, New York for all matters arising in connection with these terms and conditions or your participation in the Promotions. This arbitration provision will survive the termination of your participation in the Promotions.