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# RIPAEX SITE

## TERMS OF SERVICE

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Welcome to the RipaEx website (the "RipaEx Site"). RipaEx ("The RipaEx", "RipaEx", "Ripaex.io", "Ripa-Tec", "we", "us" or "our") provides the RipaEx Site to you subject to the following terms of service ("Terms"). The RipaEx Site is offered to you conditioned on your acceptance, without modification, of the Terms. Your use of the RipaEx Site constitutes your agreement to all such Terms. Please read these Terms carefully, keep a copy of them for your reference, and if you have any questions about these terms of use, please contact us prior to using the RipaEx Site. We are constantly modifying, updating, expanding, and improving the RipaEx Site.

We reserve the right, subject to applicable law, to make changes, modify, or add or remove portions of these Terms, the Customer Agreement, other incorporated terms and policies, and any other published documents at any time, in our sole discretion. Material changes to these Terms will not be applied retroactively. Nonetheless, we encourage you to check the RipaEx Site frequently to see the current Terms of Use in effect and any changes that may have been made to them. If we make material changes to these Terms, we will post the revised RipaEx Terms and the revised effective date on the RipaEx Site. No one at RipaEx is authorized to modify these Terms with you or otherwise enter into an agreement with you that conflicts with these Terms, except by means of written agreement signed by an authorized agent of RipaEx, and any other purported modifications or alterations or conflicting terms will be null and void.

THESE TERMS OF USE INCLUDE, AMONG OTHER THINGS, AN ARBITRATION PROVISION CONTAINING A CLASS ACTION WAIVER.

#### NOT BOILERPLATE

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These terms are not boilerplate. If you disagree with any of them, believe that any should not apply to you, or wish to negotiate these terms, please contact us at [info@ripaex.io](mailto:info@ripaex.io) and immediately navigate away from the RipaEx Site. Do not use the RipaEx Site until you and RipaEx have agreed upon new terms of use.

#### CUSTOMER AGREEMENT

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When you open an account with RipaEx, exchange XPX or engage in any other transaction with RipaEx, you also will be subject to the Customer Agreement or other similar agreement governing your use of our services. In the case of any conflict between the Terms and the Customer Agreement, the provisions of the Customer Agreement will control.

#### ELECTRONIC COMMUNICATIONS

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Visiting the RipaEx Site or sending emails to RipaEx constitute electronic communications. By visiting the RipaEx Site or sending emails to RipaEx, you consent to receive electronic communications, and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email or on the RipaEx Site, satisfy any legal requirement that such communications be in writing.

#### YOUR ACCOUNT

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If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that RipaEx is not responsible for third party access to your account that

results from theft or misappropriation of your account. RipaEx and its associates reserve the right, in our sole discretion, to refuse or cancel service, terminate accounts, or remove or edit content. RipaEx does not knowingly collect, either online or offline, personal information from persons under the age of eighteen. If you are under 18, you may use the RipaEx Site and enter into a Customer Agreement only with permission of a parent or guardian.

### THIRD PARTY SERVICES

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The RipaEx Site may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of RipaEx and RipaEx is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. RipaEx is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by RipaEx of the site or any association with its operators. Certain services made available via the RipaEx Site are delivered by third party sites and organizations. By using any product, service or functionality originating from the RipaEx Site domain, you hereby acknowledge and consent that RipaEx may share such information and data with any third party with whom RipaEx has a contractual relationship to provide the requested product, service or functionality on behalf of RipaEx Site users and customers.

### PROHIBITED USES AND INTELLECTUAL PROPERTY.

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You are granted a non-exclusive, non-transferable, revocable license to access and use the RipaEx Site strictly in accordance with these Terms. As a condition of your use of the RipaEx Site, you warrant to RipaEx that you will not use the RipaEx Site for any purpose that is unlawful or prohibited by these Terms. You may not use the RipaEx Site in any manner that could damage, disable, overburden, or impair the RipaEx Site or interfere with any other party's use and enjoyment of the RipaEx Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the RipaEx Site. All content included on the RipaEx Site, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the RipaEx Site (collectively, "RipaEx Content"), is the property of RipaEx or its suppliers and protected by copyright, trademark and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the RipaEx Content, in whole or in part, found on the RipaEx Site. RipaEx Content is not for resale. Your use of the RipaEx Site does not entitle you to make any unauthorized use of any RipaEx Content, and in particular, you will not delete or alter any proprietary rights or attribution notices in any RipaEx Content. You will use RipaEx Content solely for your personal use and will make no other use of RipaEx Content without the express written permission of RipaEx and the copyright owner. You agree that you do not acquire any ownership rights in any RipaEx Content. We do not grant you any licenses, express or implied, to the intellectual property of RipaEx or our licensors except as expressly authorized by these Terms.

### COMMUNICATION SERVICES

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The RipaEx Site may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and other message or communication

facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"). You agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service.

By way of example, and not as a limitation, you agree that when using a Communication Service, you will not: defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information; upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents; upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer; advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages; conduct or forward surveys, contests, pyramid schemes or chain letters; download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner; falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded, restrict or inhibit any other user from using and enjoying the Communication Services; violate any code of conduct or other guidelines which may be applicable for any particular Communication Service; harvest or otherwise collect information about others, including e-mail addresses, without their consent; violate any applicable laws or regulations.

RipaEx has no obligation to monitor the Communication Services. However, RipaEx reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. RipaEx reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

RipaEx reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental, or to edit, refuse to post or to remove any information or materials, in whole or in part, in RipaEx's sole discretion.

Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. RipaEx does not control or endorse the content, messages or information found in any Communication Service and, therefore, RipaEx specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service.

Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction, and dissemination. You are responsible for adhering to such limitations if you upload the materials.

## **MATERIALS**

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RipaEx does not immediately claim ownership of the materials you provide to the RipaEx Site (including passwords, feedback, and suggestions) or post, upload, input or submit to any RipaEx Site or our associated services (collectively "Submissions"). We do not have access to your password and cannot recover it in the event that it is lost.

However, by posting, uploading, inputting, providing or submitting your Submissions you are granting RipaEx, our affiliated companies and necessary sublicensees permission to use your Submissions in connection with the operation of their businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submissions; and to publish your name in connection with your Submissions.

No compensation will be paid with respect to the use of your Submissions, as provided herein. RipaEx is under no obligation to post or use any Submissions you may provide and may remove any Submissions at any time in RipaEx's sole discretion.

By posting, uploading, inputting, providing or submitting your Submissions you warrant and represent that you own or otherwise control all of the rights to your Submissions as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

### THIRD PARTY ACCOUNTS

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We may permit you, from time to time, to connect your RipaEx account to third party accounts. By connecting your RipaEx account to your third party account, you acknowledge and agree that you are consenting to the continuous release of information about you to others (in accordance with your privacy settings on those third party sites). If you do not want information about you to be shared in this manner, do not use this feature.

### INTERNATIONAL USERS

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The RipaEx Site is controlled, operated and administered by RipaEx from our offices within Italy and Switzerland. If you access the RipaEx Site from a location outside of Italy or Switzerland, you are responsible for compliance with all local laws, whether in Italy, Switzerland or in your jurisdiction. You agree that you will not use the RipaEx Content accessed through the RipaEx Site in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

### INDEMNIFICATION

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You agree to indemnify, defend and hold harmless RipaEx, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use of or inability to use the RipaEx Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. RipaEx reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with RipaEx in asserting any available defenses.

### DISCLAIMER OF CERTAIN LIABILITIES

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THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE RIPAEX SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. RIPAEX AND ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND CHANGES IN THE RIPAEX SITE AT ANY TIME.

RIPAEX AND ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION,

SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE RIPAEX SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. RIPAEX AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL RIPAEX AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF RIPAEX OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

#### TERMINATION/ACCESS RESTRICTION

RipaEx reserves the right, in its sole discretion, to terminate your access to the RipaEx Site and its related services or any portion thereof at any time, without notice. To the maximum extent permitted by law. Use of the RipaEx Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and RipaEx as a result of this agreement or use of the RipaEx Site. RipaEx's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of RipaEx's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the RipaEx Site or information provided to or gathered by RipaEx with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and RipaEx with respect to the RipaEx Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and RipaEx with respect to the RipaEx Site, except for any Customer Agreement into which you enter with RipaEx. In the case of any conflict, the terms of that Customer Agreement will control. A printed version of this Agreement and any notice given in electronic form shall be admissible in judicial or administrative



proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

## **REVIEWS AND COMMENTS**

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We may, from time to time, permit you or other visitors to post reviews, comments, and other content; and submit suggestions, ideas, comments, questions, or other information, so long as the content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam." You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of a card or other content. RipaEx reserves the right (but not the obligation) to remove or edit such content but does not regularly review posted content.

## **Dispute Resolution by Binding Arbitration; Jury Trial Waiver; Class Action Waiver**

For any and all controversies, disputes, demands, claims, or causes of action between you and us (including the interpretation and scope of this Section and the arbitrability of the controversy, dispute, demand, claim, or cause of action) relating to the RipaEx Site or these Terms (as well as any related or prior agreement that you may have had with us), you and we agree to resolve any such controversy, dispute, demand, claim, or cause of action exclusively through binding and confidential arbitration. As used in this Section, "we" and "us" mean RipaEx. In addition, "we" and "us" include any third party providing any product, service, or benefit in connection with the Site or these Terms (as well as any related or prior agreement that you may have had with us) if such third party is named as a co-party with us in any controversy, dispute, demand, claim, or cause of action subject to this Section.

You should review this provision carefully. To the extent permitted by applicable law, you are GIVING UP YOUR RIGHT TO GO TO COURT to assert or defend your rights EXCEPT for matters that you file in small claims court in the state or municipality of your residence within the jurisdictional limits of the small claims court and as long as such matter is only pending in that court. Additionally, notwithstanding this agreement to arbitrate, claims of defamation, and infringement or misappropriation of the other party's patent, copyright, trademark, or trade secret shall not be subject to this arbitration agreement. Such claims shall be exclusively brought in the state or federal courts located in Switzerland. Additionally, notwithstanding this agreement to arbitrate, you or we may seek emergency equitable relief before the state or federal courts located in Switzerland to maintain the status quo pending arbitration and hereby agree to submit to the exclusive personal jurisdiction of the courts located within Switzerland for such purpose. A request for interim measures shall not be deemed a waiver of the right to arbitrate.

Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. You are entitled to a FAIR HEARING, BUT the arbitration procedures may be SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT. Arbitrators' decisions are as enforceable as any court order and are subject to VERY LIMITED REVIEW BY A COURT.

You and we must abide by the following rules: (A) ANY CLAIMS BROUGHT BY YOU OR US MUST BE BROUGHT IN THE PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A

PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING; (B) THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING, AND MAY NOT AWARD CLASS-WIDE RELIEF; (c) in the event that you can demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, we will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive as compared to the cost of litigation, (d) we also reserve the right, in our sole and exclusive discretion, to assume responsibility for any or all of the costs of the arbitration; (e) the arbitrator will honor claims of privilege and privacy recognized at law; (f) the arbitration will be confidential, and neither you nor we may disclose the existence, content, or results of any arbitration, except as may be required by applicable law or for purposes of enforcement of the arbitration award; (g) subject to the limitation of liability provisions of these Terms, the arbitrator may award any individual relief or individual remedies that are expressly permitted by applicable law; and (h) you and we will pay our respective attorneys' fees and expenses, unless there is a statutory provision that requires the prevailing party to be paid its fees and litigation expenses and the arbitrator awards such attorneys' fees and expenses to the prevailing party, and, in such instance, the fees and costs awarded will be determined by the applicable law.

This Section will survive termination of your account and these Terms as well as any voluntary payment of any debt in full by you or any bankruptcy by you or us. With the exception of subparts (a) and (b) above of this Section (prohibiting arbitration on a class or collective basis), if any part of this arbitration provision is deemed to be invalid, unenforceable, or illegal, or otherwise conflicts with the Rules and Procedures, then the balance of this arbitration provision will remain in effect and will be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting part was not contained herein. If, however, either subpart (a) or (b) above of this Section is found to be invalid, unenforceable, or illegal, then the entirety of this arbitration provision will be null and void, and neither you nor we will be entitled to arbitration. If for any reason a claim proceeds in court rather than in arbitration, the dispute shall be exclusively brought in state or federal court located in Switzerland.

YOU AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATING TO THE SERVICE OR THESE TERMS MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR IT WILL BE FOREVER