

RENGE

Terms of Use

Last Updated: May [9], 2016

Welcome, and thank you for your interest in RENGÉ, Inc. (“**RENGE**,” “**we**,” or “**us**”) and our mobile application and/or other services provided by us (together, our “**Service**”). These Terms of Use and any additional policies that we publish regarding the Service (together, the “**Terms**”) are a legally binding contract between you and RENGÉ regarding your use of the Service.

PLEASE READ THE FOLLOWING TERMS CAREFULLY. BY CLICKING “I AGREE” OR BY USING THE SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS. If you are not eligible, or do not agree to these Terms, then you do not have our permission to use the Service.

These Terms provide that all disputes between you and RENGÉ will be resolved by BINDING ARBITRATION. YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend your rights under this contract, except for matters that may be taken to small claims court. Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury, and your claims cannot be brought as a class action. Please review Section 21 (“Dispute Resolution and Arbitration with RENGÉ”) for the details regarding your agreement to arbitrate any disputes with RENGÉ.

1. **Service Overview.** The Service is a location-based mobile application that enables users to refer third parties to sign up for the Service and in exchange receive certain credits that the referring user can apply towards Rewards (as defined in these Terms).
2. **Eligibility.** You must be at least 18 years of age to use the Service. By agreeing to these Terms, you represent and warrant to us that: (a) you are at least 18 years of age; (b) you have not previously been suspended or removed from the Service; and (c) your registration and your use of the Service is in compliance with all applicable laws and regulations. If you are using the Service on behalf of an entity, organization, or company, you represent and warrant that you have the authority to bind that organization to these Terms and you agree to be bound by these Terms on behalf of that organization.
3. **Accounts and Registration.** To access the Service, you must register for an account. When you register for an account, you may be required to provide us with some information about yourself, such as your email address or other contact information. You agree that the information you provide to us is accurate and that you will keep it accurate and up-to-date at all times. When you register, you will be asked to provide a password. You are solely responsible for maintaining the confidentiality of your account and password, and you accept responsibility for all activities that occur under your account. If you have reason to believe that your account is no longer secure, then you must immediately notify us at info@rengelnc.com.
4. **Limited License.** Subject to your compliance with these Terms, RENGÉ grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to use one copy of the Service downloaded directly from RENGÉ or from a legitimate marketplace

(such as Apple's iTunes store, the Google Play store or the Amazon store), solely in object code format, for your personal use for lawful purposes, on a single compatible mobile device that you own or control, and for the purpose of accessing and using the Service in accordance with these Terms. Except if, and solely to the extent that, such a restriction is impermissible under applicable law or applicable third party license, you may not (a) decompile, reverse engineer, or otherwise access or attempt to access the source code for the Service, or make or attempt to make any modification to the Service; or (b) interfere with or circumvent any feature of the Service, including without limitation any security, or access control mechanism.

5. **Use of the Service – Third Party Terms and Fees.** You are solely responsible for your use of the Service on your mobile device, including without limitation compliance with these and any applicable third party terms, and payment of any applicable third party fees. Without limiting the foregoing, you are solely responsible for the payment of all applicable fees associated with any service plan of your mobile network operator ("**Carrier**") you use in connection with your use of the Service (such as voice, data, SMS, MMS, roaming, other applicable fees charged by the Carrier). Accordingly, you should use care in selecting a service plan offered by your Carrier. If your device is lost or stolen, you must notify RENGÉ immediately to suspend services.

6. **Referral Program**

- 6.1 In connection with a promotion, we may offer you the ability to earn certain non-cash rewards for referring other users to the Service (the "**Reward**"). If a referred person (a "**Referee**") clicks on his or her referral link and creates a valid RENGÉ account, the referring user (the "**Referrer**") earns credit towards a Reward. For each Referee that creates a valid RENGÉ account from a referral link, the Referrer receives one (1) credit. Once the Referrer accumulates a sufficient number of credits, that user may be eligible to receive a Reward.
- 6.2 Rewards may be redeemed only once, are not transferable, and may not be combined with Rewards belonging to others. At no time may you purchase, sell or barter any Rewards. Rewards have no cash value. They are promotional in nature and are issued without any exchange of money or value from you. As such, Rewards do not constitute property and you do not have a vested property right or interest in any Reward. At our option, Rewards or credits towards Rewards may expire. We reserve the right at any time, in our sole discretion and without prior notice, to discontinue a promotion or to add or change the promotion rules, terms or conditions, including changing Rewards values for existing or future Rewards credits, cancelling existing Rewards or existing Rewards credits, or replacing such Rewards with such other promotional rewards as we determine from time to time. If your user account is terminated for any reason, any credit balances in your account may be cancelled, except as prohibited by law. Account balances are determined by RENGÉ and such determination is final.
- 6.3 We reserve the right to: (i) revoke any stated offer; (ii) correct any errors, inaccuracies, or omission; and (iii) make changes to prices, content, promotion offers, product descriptions or specifications, or other information without obligation to issue any notice of such changes (including after a Reward has been redeemed). We also reserve the right to revise, suspend, or terminate a promotion at any time without notice (including after an order has been submitted and/or acknowledged).

- 6.4 In addition to agreeing to other conditions set forth in these Terms, you must agree to the following in order to participate in any promotions offered by RENGE:
- a. to participate as a Referrer and to redeem the related RENGE promotion, you must have a RENGE account with valid Payment Method on file;
 - b. you will not create additional RENGE accounts or use false names in order to send or receive a promotion;
 - c. you will not misrepresent to third parties the value of the Rewards or credits;
 - d. all participants are subject to these Terms and our Privacy Policy; and
 - e. RENGE reserves the right to close or suspend accounts, prohibit access to the Service, revoke any and all Reward credits, and/or demand alternative forms of payment if a referral code is fraudulently obtained or used or if we feel they were earned inappropriately, including if we suspect a user has breached these Terms, our Privacy Policy, or other policy documents and community guidelines incorporated herein, or if we are unable to verify or authenticate any of your personal information.

7. Prohibited Conduct. BY USING THE SERVICE YOU AGREE NOT TO:

- 7.1 use the Service for any illegal purpose or in violation of any local, state, national, or international law;
- 7.2 violate, or encourage others to violate, any right of a third party, including by infringing or misappropriating any third party intellectual property right;
- 7.3 post, upload, or distribute any content that is unlawful, defamatory, libelous, inaccurate, or that a reasonable person could deem to be objectionable, profane, indecent, pornographic, harassing, threatening, embarrassing, hateful, or otherwise inappropriate;
- 7.4 interfere with any security-related feature of the Service, including by: (a) disabling or circumventing features that prevent or limit use or copying of any content; or (b) reverse engineering or otherwise attempting to discover the source code of any portion of the Service except to the extent that the activity is expressly permitted by applicable law;
- 7.5 interfere with the operation of the Service or any user's enjoyment of the Service, including by: (a) uploading or otherwise disseminating any virus, adware, spyware, worm, or other malicious code; (b) making any unsolicited offer or advertisement to another user of the Service; (c) attempting to collect personal information about another user or third party without consent; or (d) interfering with or disrupting any network, equipment, or server connected to or used to provide the Service, or violating any regulation, policy, or procedure of any such network, equipment, or server;
- 7.6 perform any fraudulent activity, including impersonating any person or entity, claiming a false affiliation, accessing any other Service account without permission, or falsifying any information about your licenses;

- 7.7 use any technique to enclose, frame, or embed any portion of the Service, unless and solely to the extent RENGÉ makes available the means for embedding any part of the Service; or
- 7.8 attempt to do any of the acts described in this Section 7, or assist or permit any person in engaging in any of the acts described in this Section 7.
8. **Termination of Use; Discontinuation and Modification of the Service.**
- 8.1 You may terminate your account at any time by contacting customer service at info@rengelnc.com. If you violate any provision of these Terms, your permission from us to use the Service will terminate automatically. In addition, RENGÉ may in its sole discretion terminate your user account on the Service or suspend or terminate your access to the Service at any time for any reason or no reason, with or without notice. We also reserve the right to modify or discontinue the Service at any time (including by limiting or discontinuing certain features of the Service), temporarily or permanently, without notice to you. We will have no liability whatsoever on account of any change to the Service or any suspension or termination of your access to or use of the Service.
9. **Third-Party Services and Linked Websites.** RENGÉ may provide tools through the Service that enable you to export information to third party services, including through our implementation of third party buttons (such as “like” or “share” buttons). By using one of these tools, you agree that we may transfer that information to the applicable third-party service. Third party services are not under our control, and we are not responsible for any third party service’s use of your exported information. The Service may also contain links to third-party websites. Linked websites are not under our control, and we are not responsible for their content.
10. **Location-based Services.** The Service will enable RENGÉ to access your location in order to tailor your experience with the Service based on your location (“**Location-based Services**”). In order to use certain Location-based Services, you must enable certain features of your mobile phone, such as GPS, Wi-Fi, and Bluetooth, which enable RENGÉ to identify your location through a variety of means, including GPS location, IP address, cell tower location, geo-fencing technology, or detection by physical on-location Wi-Fi or Bluetooth sensors, as available. To the extent your location is collected through Wi-Fi or Bluetooth sensors, such sensors, and the associated data services, may be provided by a third party, and you agree and acknowledge that such third party may access such information for the purpose of providing such data services to RENGÉ. By enabling Location-based Services on your device, you agree and acknowledge that (i) device data we collect from you is directly relevant to your use of the Service, (ii) RENGÉ may provide Location-based Services related to and based on your then-current location, and (iii) RENGÉ may use any such information collected in connection with the provision of Location-based Services in connection with its provision of the Service. PLEASE NOTE THAT LOCATION DATA MAY NOT ALWAYS BE ACCURATE, AND RENGÉ DISCLAIMS ANY AND ALL WARRANTIES RELATED TO LOCATION-BASED SERVICES
11. **Privacy Policy; Additional Terms**
- 11.1 **Privacy Policy; Consent to Use of Data.** Please read the RENGÉ Privacy Policy (www.rengelnc.com/about/privacy) carefully for information relating to our collection,

use, storage and disclosure of your personal information. The RENGÉ Privacy Policy is incorporated by this reference into, and made a part of, these Terms.

- 11.2 **Additional Terms.** Your use of the Service is subject to all additional terms, policies, rules, or guidelines applicable to the Service or certain features of the Service that we may post on or link to from the Service (the “**Additional Terms**”), such as end-user license agreements for any downloadable software applications, or rules that applicable to a particular feature or content on the Service. All Additional Terms are incorporated by this reference into, and made a part of, these Terms.
12. **Modification of these Terms.** We reserve the right, at our discretion, to change these Terms on a going-forward basis at any time. Please check these Terms periodically for changes. The Terms in effect will be identified as of the most recent date of revision, and will be effective immediately upon being made available through the Service, except as follows: (a) if a modification materially alters your rights under these Terms, we will attempt to notify you of the modified Terms directly through a message sent to the email address you have provided to RENGÉ, or through a pop-up window or other notification when you access or use the Service; (b) the materially modified Terms will be effective upon the earlier of your use of the Service with actual knowledge of the changes or thirty days after the changes are made available to you; and (c) no modification to these Terms will apply to any dispute between you and RENGÉ that arose prior to the date of that modification. Your use of the Service after modifications to these Terms become effective constitutes your binding acceptance of those changes. If you are dissatisfied with these Terms or any modifications to these Terms, then your sole and exclusive remedy is to discontinue any use of the Service.
13. **Ownership; Proprietary Rights.** The Service is owned and operated by RENGÉ. The content, visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), products, software, services, and all other elements of the Service (“**Materials**”) provided by RENGÉ are protected by intellectual property and other laws. All Materials included in the Service are the property of RENGÉ or our third-party licensors. Except as expressly authorized by RENGÉ, you may not make use of the Materials. RENGÉ reserves all rights to the Materials not granted expressly in these Terms.
14. **Feedback.** If you provide RENGÉ with any comment, bug report, feedback, suggestion, or proposal regarding the Service (“**Feedback**”), your Feedback is not confidential (even if you mark your communication as confidential), and RENGÉ shall have the right to use Feedback at its discretion, including, but not limited to the incorporation of any suggested change into the Service. You hereby grant RENGÉ a perpetual, irrevocable, nonexclusive, royalty-free, fully-paid right to exploit the Feedback in any manner and for any purpose, including to improve the Service and create other products and services.
15. **Indemnity.** You are responsible for your use of the Service, and you will defend and indemnify RENGÉ and its officers, directors, employees, consultants, affiliates, subsidiaries and agents (together, the “**RENGÉ Entities**”) from and against every claim, liability, damage, loss, and expense, including reasonable attorneys' fees and costs, arising out of or in any way connected with: (a) your access to, use of, or alleged use of, the Service; (b) your violation of any portion of these Terms, any representation, warranty, or agreement referenced in these Terms, or any applicable law or regulation; (c) your violation of any third-party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right; or (d) any dispute or issue 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 (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of that claim.

16. Disclaimers; No Warranties

THE SERVICE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICE ARE PROVIDED “**AS IS**” AND ON AN “**AS AVAILABLE**” BASIS, WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE RENGE ENTITIES DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SERVICE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICE, INCLUDING: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; (B) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE; AND (C) ANY WARRANTY REGARDING THE ACCURACY, VALIDITY, OR COMPLETENESS OF ANY INFORMATION AVAILABLE THROUGH THE SERVICE. THE RENGE ENTITIES DO NOT WARRANT THAT THE SERVICE OR ANY PORTION OF THE SERVICE, OR ANY CONTENT OFFERED THROUGH THE SERVICE, WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND DO NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED.

YOU ASSUME ALL RISK FOR ANY DAMAGE THAT MAY RESULT FROM YOUR USE OF OR ACCESS TO THE SERVICE, YOUR DEALING WITH ANY OTHER SERVICE USER, AND ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICE. YOU UNDERSTAND AND AGREE THAT YOU USE THE SERVICE, AND USE, ACCESS, DOWNLOAD, OR OTHERWISE OBTAIN MATERIALS OR CONTENT MADE AVAILABLE THROUGH THE SERVICE, AT YOUR OWN DISCRETION AND RISK, AND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH THE SERVICE), OR THE LOSS OF DATA THAT RESULTS FROM THE USE OF THE SERVICE OR THE DOWNLOAD OR USE OF THAT MATERIAL OR CONTENT.

SOME JURISDICTIONS MAY PROHIBIT A DISCLAIMER OF WARRANTIES AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

17. Limitation of Liability

IN NO EVENT WILL THE RENGE ENTITIES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE SERVICE OR ANY MATERIALS OR CONTENT ON THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE AND/OR PRODUCTS LIABILITY), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY RENGE ENTITY HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE.

EXCEPT AS PROVIDED IN SECTION 21.4(iii), THE AGGREGATE LIABILITY OF THE RENGE ENTITIES TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE

USE OF OR ANY INABILITY TO USE ANY PORTION OF THE SERVICE OR OTHERWISE UNDER THESE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO THE GREATER OF: (A) THE AMOUNT YOU HAVE PAID TO RENGÉ FOR ACCESS TO AND USE OF THE SERVICE IN THE 12 MONTHS PRIOR TO THE EVENT(S) OR CIRCUMSTANCES GIVING RISE TO CLAIM; OR (B) \$100.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. ACCORDINGLY, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

EACH PROVISION OF THESE TERMS 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 THESE TERMS. 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 THESE TERMS. THE LIMITATIONS IN THIS SECTION 17 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

18. **Governing Law.** These Terms are governed by the laws of the State of California without regard to conflict of law principles. If a lawsuit or court proceeding is permitted under these Terms, then you and RENGÉ agree to submit to the personal and exclusive jurisdiction of the state courts and federal courts located within Santa Clara County, California for the purpose of litigating any dispute. We operate the Service from our offices in California, and we make no representation that Materials included in the Service are appropriate or available for use in other locations.
19. **General.** These Terms, together with the Privacy Policy and any other agreements expressly incorporated by reference into these Terms, are the entire and exclusive understanding and agreement between you and RENGÉ regarding your use of the Service. Except as expressly permitted above, these Terms may be amended only by a written agreement signed by authorized representatives of all parties to these Terms. You may not assign or transfer these Terms or your rights under these Terms, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign these Terms at any time without notice or consent. The failure to require performance of any provision will not affect our right to require performance at any other time after that, nor will a waiver by us of any breach or default of these Terms, or any provision of these Terms, be a waiver of any subsequent breach or default or a waiver of the provision itself. Use of section headers in these Terms is for convenience only and will not have any impact on the interpretation of any provision. If any part of these Terms is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect. Upon termination of these Terms, Sections 2 and 7 through 24, along with the Privacy Policy and any other accompanying agreements, will survive.
20. **Dispute Resolution and Release of Claims for Disputes Between Users**
 - 20.1 **Disputes Between Users.** We may try to help users resolve disputes. We do so in our sole discretion, and we have no obligation to try to resolve disputes between users. To the extent we attempt to resolve disputes, we will do so in good faith based solely on

the general rules and standards of the Service, and we will not make judgments regarding legal issues or claims.

20.2 Release. RENGE IS NOT AFFILIATED WITH ANY CARRIER, SERVICE PROVIDER, OR ADVERTISER, AND ANY DISPUTE YOU HAVE WITH ANY CARRIER, SERVICE PROVIDER, ADVERTISER, OR ANY OTHER THIRD PARTY, INCLUDING WITHOUT LIMITATION ANY OTHER USER OF THE SERVICE, IS DIRECTLY BETWEEN YOU AND THAT OTHER THIRD PARTY, AND YOU IRREVOCABLY RELEASE RENGE (AND OUR OFFICERS, DIRECTORS, AGENTS, SUBSIDIARIES, JOINT VENTURES AND EMPLOYEES) FROM CLAIMS, DEMANDS, AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ALL SUCH DISPUTES. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE §1542, WHICH SAYS: “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.” IF YOU ARE NOT A CALIFORNIA RESIDENT, YOU WAIVE ANY EQUIVALENT LAW IN YOUR JURISDICTION.

21. Dispute Resolution and Arbitration with RENGE

21.1 Generally. In the interest of resolving disputes between you and RENGE in the most expedient and cost effective manner, you and RENGE agree that every dispute arising in connection with these Terms will be resolved by binding arbitration. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. This agreement to arbitrate disputes includes all claims arising out of or relating to any aspect of these Terms, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of these Terms. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND RENGE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

21.2 Exceptions. Despite the provisions of Section 21, nothing in these Terms will be deemed to waive, preclude, or otherwise limit the right of either party to: (a) bring an individual action in small claims court; (b) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (c) seek injunctive relief in a court of law; or (d) to file suit in a court of law to address an intellectual property infringement claim.

21.3 Arbitrator. Any arbitration between you and RENGE will be settled under the Federal Arbitration Act, and governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, “**AAA Rules**”) of the American Arbitration Association (“**AAA**”), as modified by these Terms, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting RENGE.

- 21.4 **Notice; Process.** A party who intends to seek arbitration must first send a written notice of the dispute to the other party by certified U.S. Mail or by Federal Express (signature required) or, only if that other party has not provided a current physical address, then by electronic mail ("**Notice**"). RENG's address for Notice is: RENG, Inc., 6260 W. 3rd St. #437, Los Angeles, CA 90036. The Notice must: (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("**Demand**"). The parties will make good faith efforts to resolve the claim directly, but if the parties do not reach an agreement to do so within 30 days after the Notice is received, you or RENG may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or RENG must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. If the dispute is finally resolved through arbitration in your favor, RENG will pay you the highest of the following: (i) the amount awarded by the arbitrator, if any; (ii) the last written settlement amount offered by RENG in settlement of the dispute prior to the arbitrator's award; or (iii) \$1,000.
- 21.5 **Fees.** If you commence arbitration in accordance with these Terms, RENG will reimburse you for your payment of the filing fee, unless your claim is for more than \$10,000, in which case the payment of any fees will be decided by the AAA Rules. Any arbitration hearing will take place at a location to be agreed upon in Santa Clara County, California, but if the claim is for \$10,000 or less, you may choose whether the arbitration will be conducted: (a) solely on the basis of documents submitted to the arbitrator; (b) through a non-appearance based telephone hearing; or (c) by an in-person hearing as established by the AAA Rules in the county (or parish) of your billing address. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In that case, you agree to reimburse RENG for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.
- 21.6 **No Class Actions.** YOU AND RENG AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and RENG agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.
- 21.7 **Modifications to this Arbitration Provision.** If RENG makes any future change to this arbitration provision, other than a change to RENG's address for Notice, you may reject the change by sending us written notice within 30 days of the change to RENG's address for Notice, in which case your account with RENG will be immediately terminated and this arbitration provision, as in effect immediately prior to the changes you rejected will survive.

- 21.8 **Enforceability.** If Section 21.6 is found to be unenforceable or if the entirety of this Section 21 is found to be unenforceable, then the entirety of this Section 21 will be null and void and, in that case, the parties agree that the exclusive jurisdiction and venue described in Section 18 will govern any action arising out of or related to these Terms.
22. **Consent to Electronic Communications.** By using the Service, you consent to receiving certain electronic communications from us as further described in our Privacy Policy. Please read our Privacy Policy to learn more about our electronic communications practices. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing.
23. **Contact Information.** The Service are offered by RENGE, Inc., located at 6260 W. 3rd St. #437, Los Angeles, CA 90036. You may contact us by sending correspondence to that address or by emailing us at info@renginc.com.
24. **Notice Regarding Apple.** If you are using our mobile applications on an iOS device, the terms of this Section 24 apply. You acknowledge that these Terms are between you and RENGE only, not with Apple, and Apple is not responsible for the Service or its content. Apple has no obligation to furnish any maintenance or support services with respect to the Service. If the Service fails to conform to any applicable warranty, you may notify Apple and Apple will refund any applicable purchase price for the mobile application to you; and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation with respect to the Service. Apple is not responsible for addressing any claim by you or any third party relating to the Service or your possession or use of the Service, including: (a) product liability claims; (b) any claim that the Service fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement or discharge of any third party claim that the Service or your possession and use of the mobile application infringe that third party's intellectual property rights. You agree to comply with any applicable third party terms when using the Service. Apple and Apple's subsidiaries are third party beneficiaries of Section 9 of these Terms, and upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce this Section 24 of these Terms against you. You hereby represent and warrant that: (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.