



Effective Date: December 18, 2020

Introduction

This Privacy Policy applies to your access to, and use of the website PayString.org (the "Website" or "Site"), and are between you and Ripple Labs Inc. and its subsidiaries and affiliated companies, as the operator of the website PayString.org ("Company," "we" or "us"). This Privacy Policy explains how the Company collects, uses and shares information we collect when you use the website, and when you interact with us as described in our Terms and Conditions.

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How We Collect Your Information

INFORMATION WE COLLECT FROM OUR WEBSITES AND EVENTS:

Information You Provide to Us: We collect information you provide directly to us when you browse our website, join the PayString Community, create an online account, post messages to our forums, provide feedback through surveys, participate in any interactive features, hackathons, contests, promotions, activities or events. The types of information we may collect include your name, email address, username, password, role, location and any other information you choose to provide.

Information We Collect Automatically through the use of Cookies and Other Tracking Technology: When you visit the website, we obtain certain information by automated means, such as cookies, web beacons, web server logs and other technologies. A “cookie” is a text file that websites send to a visitor’s computer or other Internet-connected device to identify the visitor’s browser or to store information or settings in the browser. A “web beacon,” also known as an Internet tag, pixel tag or clear GIF, links web pages to web servers and their cookies and may be used to transmit information collected through cookies back to a web server.

We may use these automated technologies to collect information about your equipment, browsing actions, and usage patterns. The information we obtain in this manner may include your device IP address, identifiers associated with your devices, types of devices connected to our services, web browser characteristics, device characteristics, language preferences, referring/exit pages, clickstream data, and dates and times of visits to our website.

The information we collect through cookies and similar technologies helps us (1) remember your information so you will not have to re-enter it; (2) understand how you use and interact with our website; (3) measure the usability of our website and the effectiveness of our communications; and (4) otherwise manage and enhance our website, and help ensure it is working properly.

Your browser may tell you how to be notified when you receive certain types of cookies or how to restrict or disable certain types of cookies. Please note, however, that without cookies you may not be able to use all of the features of our website.

INFORMATION WE COLLECT FROM GITHUB:

Information from Other Sources: Through use of the PayString product, Company may collect your name and email address provided to us from GitHub.

How We Use Your Information

COMPANY WEBSITES AND EVENTS:

The Company collects this data for various purposes, including to:

- Respond to your comments, questions, requests and provide support services;
- Monitor and analyze trends, usage and activities in order to operate and improve our website;
- Manage your online account(s) and send you technical notices, updates, security alerts and support and administrative messages;
- Organize regional or local events, hackathons, and the registration and management of individuals in the PayString Community;
- Link or combine with information we get from others to help understand your needs and provide you with better service; and
- Carry out any other purpose for which the information was collected.

INFORMATION WE COLLECT FROM GITHUB:

The Company collects this data for purposes of monitoring the use and providing support services for the PayString product.

How We Share Your Information

COMPANY WEBSITES AND EVENTS, AND THE COMPANY'S PROVISION OF THE SERVICES:

We may share your personal data as follows:

- With vendors, consultants and other service providers who need access to such information to carry out work on our behalf;
- In response to a request for information if we believe disclosure is in accordance with any applicable law, regulation or legal process, or as otherwise required by any applicable law, rule or regulation;
- If we believe your actions are inconsistent with our user agreements or policies, or to protect the rights, property and safety of us or any third-party;
- In connection with, or during negotiations of, any merger, sale of company assets, financing or acquisition of all or a portion of our business to another company;
- With your consent or at your direction; and
- We may also share aggregated or de-identified information, which cannot reasonably be used to identify you.

COMPANY SUB-PROCESSORS

We use the following sub-processors to operate our Services:

Third-Party Service of Vendor	Type of Service	Location
Salesforce	User Data Host Platform	United States

Asana	Cloud-based Customer Support Services	United States
Zendesk	Cloud-based Customer Support Services	United States
Atlassian	Cloud-based Customer Support Services	United States
Amazon Web Services	Cloud Service Provider	United States
Google Cloud	Cloud Service Provider	United States
Heap	Cloud-based Website Analytics Service Provider	United States

Legal Bases For Processing (For EEA Users)

If you are an individual from the European Economic Area (“EEA”), we collect and process your personal data only where we have legal basis for doing so under applicable EU laws.

The legal basis depends on the Services you use and how you use them. This means we collect and use your personal data only:

- To fulfill our contractual obligations to you;
- To operate our business, including to improve and develop our services, for fraud prevention purposes, improve user experience, or other legitimate interest; and/or
- As otherwise in compliance with law.

If you have any questions about the legal basis for processing, please refer to the “Your Rights” section below or contact us at the address listed in the “Contact Us” section.

Transfer Of Personal Data To Other Countries

We transfer your Personal Data to countries outside the United Kingdom and the European Economic Area (“EEA”), including, but not limited to the United States, where the Company’s Corporate Headquarters is located, and where our IT systems (including email) are located. When required for the provision of the Services, the Company may transfer and store Personal Data to locations in or outside the European Economic Area (“EEA”).

The Company complies with the EU-U.S. Privacy Shield Framework and Swiss-U.S. Privacy Shield Framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal information transferred from the European Union, the United Kingdom, and Switzerland to the United States. The Company has certified to the Department of Commerce that it adheres to the Privacy Shield Principles. If there is any conflict between the terms in this privacy policy and the Privacy Shield Principles, the Privacy Shield Principles shall govern. To learn more about the Privacy Shield program, and to view our certification, please visit <https://www.privacyshield.gov/>

The Company is subject to the investigatory and enforcement powers of the Federal Trade Commission (FTC). Under certain conditions, you can invoke binding arbitration for complaints regarding the Company's Privacy Shield compliance. For further information, please refer to:

<https://www.privacyshield.gov/article?id=ANNEX-I-introduction>

In cases of onward transfer to third-parties of Personal Data received pursuant to the EU-U.S. Privacy Shield and the Swiss-U.S. Privacy Shield, the Company shall remain potentially liable.

How We Protect Your Information

We are committed to protecting your information. We maintain appropriate administrative, technical and physical safeguards designed to protect the Personal Data you provide against accidental, unlawful or unauthorized destruction, loss, alteration, access, disclosure or use.

How Long We Retain Your Information

We will retain your Personal Data on file for as long as necessary for our legitimate business purposes. Please note that in certain cases, legal or regulatory obligations require us to retain specific records for a longer period of time.

Children's Information

Our Services are not directed to children under the age of 16. If you learn that a child under the age of 16 has provided us with personal information without consent, please contact us.

Your Rights

You have the right to request a copy of your information, to object to our use of your information (including for marketing purposes), where applicable, to correct your information, to request the deletion or restriction of your information, or to request your information in a structured, electronic format.

Please note that we may retain certain information as required by law or for legitimate business purposes. If you would like to exercise any of these rights, please contact privacy@ripple.com.

In compliance with the Privacy Shield Principles, the Company commits to resolve complaints about our collection or use of your personal information. EU and Swiss individuals with inquiries or complaints regarding our Privacy Shield policy should first contact the Company at privacy@ripple.com or at our mailing address at:

Ripple Labs Inc.
Attention: General Counsel
315 Montgomery Street, 2nd Floor
San Francisco, CA 94104
U.S.A.

The Company has further committed to refer unresolved Privacy Shield complaints to JAMS, an alternative dispute resolution provider located in the United States. If you do not receive timely acknowledgment of your complaint from us, or if we have not addressed your complaint to your satisfaction, please visit <https://www.jamsadr.com/eu-us-privacy-shield> for more information or to file a complaint. The services of JAMS are provided at no cost to you.

Changes To This Privacy Policy

We may change this Privacy Policy from time to time. If we make changes, we will notify you by revising the date at the top of this policy, and in some cases, we may provide you with additional notice (such as adding a statement to the homepages of our Site or sending you an email notification). We encourage you to review the Privacy Policy whenever you interact with us to stay informed about our information practices and the ways you can help protect your privacy.

Third-Party Services, Applications, And Websites

Certain third-party services, websites, or applications you use, or navigate to from our Services may have separate user terms and privacy policies that are independent of this Policy. This includes, for example, websites owned and operated by our customers or partners. We are not responsible for the privacy practices of these third-party services or applications. We recommend carefully reviewing the user terms and privacy statement of each third-party service, website, and/or application prior to use.

Contacting Us

To submit questions regarding this Privacy Policy, you can contact the Company by emailing us at privacy@ripple.com, or calling us at 1.800.877.4804 or at our mailing address at:

Ripple Labs Inc.
Attention: General Counsel
315 Montgomery Street, 2nd Floor
San Francisco, CA 94104
U.S.A.



LAST UPDATED: August 18, 2020

SandBox Terms of Use

The Sandbox Terms of Use ("Terms of Use") are between you and Ripple Labs Inc. ("Ripple") and apply the application that Ripple has provided you in order for you to access the PayString API in a standalone environment for testing and development purposes (the "Sandbox"). By accessing the Sandbox, you agree to these Terms of Use. If you do not agree to these Terms of Use, do not access the Sandbox.

Restricted Use

You agree to only use the Sandbox for testing and development purposes, excluding without limitation any production services. You acknowledge that Ripple may reset the Sandbox at any time in its sole discretion.

Prohibited Use

In addition to your obligations under Section 1 (Restricted Use), you will not:

- use the Sandbox for any commercial purposes;
- share your access to the Sandbox with any third parties;
- use the Sandbox to violate any law, statute or regulation applicable to you or Ripple;
- use the Sandbox to cause harm to Ripple or any third parties;
- access the Sandbox for the purpose of monitoring its availability, performance and functionality, or for any other benchmarking or competitive purposes;
- transmit any virus, trojan horse, or other harmful code that may cause unauthorized access to, damage to, interfere with, or otherwise adversely affect the Sandbox; or
- transmit any virus, trojan horse, or other harmful code that may cause unauthorized access to, damage to, interfere with, or otherwise adversely affect the Sandbox; or
- reverse engineer, disassemble, decrypt, or otherwise extract the Sandbox's source code.

Reservation of Rights

Ripple reverses all intellectual property rights, titles and interests in the Sandbox. No rights in the Sandbox are granted to you other than those included in these Terms of Use.

Feedback

For no charge or attribution, Ripple may use and incorporate any feedback or suggestions for improvements or modifications to the Sandbox, PayString code, or any related materials that you suggest or provide, including but not limited to any suggestions you provide through any survey Ripple solicits ("Feedback"). To the extent such Feedback is used by or for Ripple or incorporated into the Sandbox, PayString code, or related materials, you: (i) agree that it has no right or claim of ownership to such Feedback; and (ii) without additional consideration will and hereby do irrevocably assign and transfer to Ripple any and all rights or claims of ownership in or to any of the Feedback on a continuous basis.

"As Is" Warranty; Disclaimer of Warranties

The Sandbox is provided "as is" and on an "as available basis. Ripple does not warrant that the Sandbox is error free or uninterrupted. Except for the warranties and representations that are expressly set forth in these Terms of Service, Ripple makes nor representation or warranty of any kind, express, implied, or statutory, including but not limited to implied warranties of merchantability, fitness for a particular purposes, suitability, title, non-infringement, or claim of right or any warranties or obligations arising from course of dealing, usage, or trade practice, and all such representation and warranties and obligation are hereby disclaimed.

The Sandbox may contain errors or inaccuracies that could cause failures, including without limitation, loss or corruption or data from the Sandbox and/or servers, computers, or other hardware connected thereto. Ripple is not obligated to provide any maintenance, technical, or other support for the Sandbox. Any activities that you perform using or accessing the Sandbox are at your own risk.

Indemnification

You agree to indemnify and hold harmless Ripple, its directors, shareholders, and representatives (collectively “Personnel”), its affiliates, and their Personnel (all the aforementioned, “Ripple Parties”) against loss, liability, claims, damages or expenses (including attorney’s fees) related to your breach of these Terms of Service.

Compliance with Applicable Laws

You shall at all times comply with all Laws that are applicable to the Sandbox, this Agreement, and its performance hereunder, including, but not limited to, any applicable asset control or anti-money laundering Laws. In particular, you agree to use the Sandbox in compliance with all applicable laws, rules, regulations and orders in all relevant jurisdictions (collectively, “Laws”). Without limiting the foregoing, you represent and warrant that will not to violate: (i) any applicable domestic or foreign anti-corruption Law, including the United Kingdom Bribery Act of 2010 and the United States Foreign Corrupt Practices Act; (ii) any applicable domestic or foreign Laws related to Anti-Money Laundering and anti-terrorist financing requirements, including the USA Bank Secrecy Act, as amended by the USA Patriot Act and the Financial Conduct Authority’s Anti-Money Laundering Regulations; (iii) applicable sanctions Laws administered by the U.S. Department of Treasury’s Office of Foreign Assets Control; and (iv) applicable export restrictions or other Laws, including United States Export Administration Regulations, as well as end user, end use and destination restrictions which may be issued by the United States and other governments.

U.S. Department of the Treasury's Specially Designated Nationals and Blocked Persons ("SDN") List

You represent and warrant that neither you, your Representatives or affiliates: (i) are not owned or controlled by any individual or entity subject to any sanctions administered or enforced by the United States, including the SDN List and Sectoral Sanctions Identifications List maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control, the United Nations Security Council, the European Union and the relevant sanctions authorities of each of its member states, including the United Kingdom's HM Treasury, or other relevant sanctions authority (collectively the "Prohibited Party Lists"); (ii) are not located, organized, or resident in Cuba, Iran, North Korea, Syria, or the Crimea Region of Ukraine, or owned or controlled by any individual, entity or government in those countries or regions; and (iii) will not use, sell, transfer, permit access to, export, re-export, or otherwise provide any Ripple software, services, or other products to, on behalf of, or to the benefit of, any individual or entity on a Prohibited Party List or otherwise in violation of U.S. export control or sanctions laws or any similar applicable foreign laws or regulations.

Limitation of Liability

NOTWITHSTANDING ANY CONTRARY PROVISION OF THIS AGREEMENT OR THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, TO THE FULLEST EXTENT NOT PROHIBITED BY APPLICABLE LAW:

- **Maximum Liability:** IN NO EVENT WILL ANY RIPPLE PARTY'S (AS DEFINED IN SECTION 6) AGGREGATE AND CUMULATIVE LIABILITY FOR ANY LOSSES AND DAMAGES ARISING OUT OF OR RELATED TO THESE TERMS OF USE, THE SANDBOX, ANY RELATED MATERIALS, OR ANY SUBJECT MATTER HEREOF, WHETHER BASED ON A CLAIM OF

BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR OTHER TORT, STRICT LIABILITY OR OTHERWISE UNDER ANY THEORY OF LAW, EXCEED US\$100.

- **Exclusion of Liability:** IN NO EVENT WILL ANY RIPPLE PARTY (AS DEFINED IN SECTION 6) BE LIABLE TO THE OTHER PARTY OR ITS REPRESENTATIVES FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, HYBRID OR PUNITIVE DAMAGES, OR DAMAGES FOR LOST PROFITS, REVENUE, GOODWILL OR SAVINGS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF REPLACEMENT GOODS OR REPUTATIONAL HARM, WHETHER OR NOT BASED ON A CLAIM OF BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR OTHER TORT, STRICT LIABILITY OR OTHERWISE UNDER ANY THEORY OF LAW, EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES.

General Terms

- Ripple may modify or amend these Terms of Use at any time in its sole discretion and shall notify you by updating the "Last Updated" date located at the top of these Terms of Use.
- These Terms of Use create no agency or partnership or joint venture or employment relationship between you and Ripple.
- These Terms of Use and any disputes or matters arising from or relating to or in connection with the subject matter hereof shall be governed and construed by the laws of the State of California (without regard to conflict of laws principles). The provisions of the Uniform Computer Information Transaction Act will not apply. The provisions of the UN Convention for the International Sales of Goods will not apply
- For any disputes arising out of, relating to, or in connection with these Terms of Use or the subject matter hereof, you irrevocably submit to the jurisdiction and venue of the courts of the State of California and the Federal Courts of the United States located in the Northern District of California.

- If any provision of these Terms of Use is or becomes illegal, unenforceable or invalidated, by operation of law or otherwise, that provision shall be omitted to such extent and the remainder of these Terms of Use shall remain in full force and effect. Any waiver by Ripple of any condition, term, part or provision of these Terms of Use must be in writing and shall not be a waiver of any other condition, term, part or provision, nor will the waiver be a future waiver of such condition, term, part or provision.
- These Terms of Use constitutes the entire agreement between you and Ripple pertaining to its subject matter and supersedes all prior and other contemporaneous agreements, representations, warranties and understandings between you and Ripple, whether written or oral or express or implied.



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SandBox Terms of Use

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Restricted Use

You agree to only use the Sandbox for testing and development purposes, excluding without limitation any production services. You acknowledge that Ripple may reset the Sandbox at any time in its sole discretion.

Prohibited Use

In addition to your obligations under Section 1 (Restricted Use), you will not:

- use the Sandbox for any commercial purposes;
- share your access to the Sandbox with any third parties;
- use the Sandbox to violate any law, statute or regulation applicable to you or Ripple;
- use the Sandbox to cause harm to Ripple or any third parties;
- access the Sandbox for the purpose of monitoring its availability, performance and functionality, or for any other benchmarking or competitive purposes;
- transmit any virus, trojan horse, or other harmful code that may cause unauthorized access to, damage to, interfere with, or otherwise adversely affect the Sandbox; or
- transmit any virus, trojan horse, or other harmful code that may cause unauthorized access to, damage to, interfere with, or otherwise adversely affect the Sandbox; or
- reverse engineer, disassemble, decrypt, or otherwise extract the Sandbox's source code.

Reservation of Rights

Ripple reverses all intellectual property rights, titles and interests in the Sandbox. No rights in the Sandbox are granted to you other than those included in these Terms of Use.

Feedback

For no charge or attribution, Ripple may use and incorporate any feedback or suggestions for improvements or modifications to the Sandbox, PayString code, or any related materials that you suggest or provide, including but not limited to any suggestions you provide through any survey Ripple solicits (“Feedback”). To the extent such Feedback is used by or for Ripple or incorporated into the Sandbox, PayString code, or related materials, you: (i) agree that it has no right or claim of ownership to such Feedback; and (ii) without additional consideration will and hereby do irrevocably assign and transfer to Ripple any and all rights or claims of ownership in or to any of the Feedback on a continuous basis.

“As Is” Warranty; Disclaimer of Warranties

The Sandbox is provided “as is” and on an “as available basis. Ripple does not warrant that the Sandbox is error free or uninterrupted. Except for the warranties and representations that are expressly set forth in these Terms of Service, Ripple makes nor representation or warranty of any kind, express, implied, or statutory, including but not limited to implied warranties of merchantability, fitness for a particular purposes, suitability, title, non-infringement, or claim of right or any warranties or obligations arising from course of dealing, usage, or trade practice, and all such representation and warranties and obligation are hereby disclaimed.

The Sandbox may contain errors or inaccuracies that could cause failures, including without limitation, loss or corruption or data from the Sandbox and/or servers, computers, or other hardware connected thereto. Ripple is not obligated to provide any maintenance, technical, or other support for the Sandbox. Any activities that you perform using or accessing the Sandbox are at your own risk.

Indemnification

You agree to indemnify and hold harmless Ripple, its directors, shareholders, and representatives (collectively “Personnel”), its affiliates, and their Personnel (all the aforementioned, “Ripple Parties”) against loss, liability, claims, damages or expenses (including attorney’s fees) related to your breach of these Terms of Service.

Compliance with Applicable Laws

You shall at all times comply with all Laws that are applicable to the Sandbox, this Agreement, and its performance hereunder, including, but not limited to, any applicable asset control or anti-money laundering Laws. In particular, you agree to use the Sandbox in compliance with all applicable laws, rules, regulations and orders in all relevant jurisdictions (collectively, “Laws”). Without limiting the foregoing, you represent and warrant that will not to violate: (i) any applicable domestic or foreign anti-corruption Law, including the United Kingdom Bribery Act of 2010 and the United States Foreign Corrupt Practices Act; (ii) any applicable domestic or foreign Laws related to Anti-Money Laundering and anti-terrorist financing requirements, including the USA Bank Secrecy Act, as amended by the USA Patriot Act and the Financial Conduct Authority’s Anti-Money Laundering Regulations; (iii) applicable sanctions Laws administered by the U.S. Department of Treasury’s Office of Foreign Assets Control; and (iv) applicable export restrictions or other Laws, including United States Export Administration Regulations, as well as end user, end use and destination restrictions which may be issued by the United States and other governments.

U.S. Department of the Treasury's Specially Designated Nationals and Blocked Persons ("SDN") List

You represent and warrant that neither you, your Representatives or affiliates: (i) are not owned or controlled by any individual or entity subject to any sanctions administered or enforced by the United States, including the SDN List and Sectoral Sanctions Identifications List maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control, the United Nations Security Council, the European Union and the relevant sanctions authorities of each of its member states, including the United Kingdom's HM Treasury, or other relevant sanctions authority (collectively the "Prohibited Party Lists"); (ii) are not located, organized, or resident in Cuba, Iran, North Korea, Syria, or the Crimea Region of Ukraine, or owned or controlled by any individual, entity or government in those countries or regions; and (iii) will not use, sell, transfer, permit access to, export, re-export, or otherwise provide any Ripple software, services, or other products to, on behalf of, or to the benefit of, any individual or entity on a Prohibited Party List or otherwise in violation of U.S. export control or sanctions laws or any similar applicable foreign laws or regulations.

Limitation of Liability

NOTWITHSTANDING ANY CONTRARY PROVISION OF THIS AGREEMENT OR THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, TO THE FULLEST EXTENT NOT PROHIBITED BY APPLICABLE LAW:

- **Maximum Liability:** IN NO EVENT WILL ANY RIPPLE PARTY'S (AS DEFINED IN SECTION 6) AGGREGATE AND CUMULATIVE LIABILITY FOR ANY LOSSES AND DAMAGES ARISING OUT OF OR RELATED TO THESE TERMS OF USE, THE SANDBOX, ANY RELATED MATERIALS, OR ANY SUBJECT MATTER HEREOF, WHETHER BASED ON A CLAIM OF

BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR OTHER TORT, STRICT LIABILITY OR OTHERWISE UNDER ANY THEORY OF LAW, EXCEED US\$100.

- **Exclusion of Liability:** IN NO EVENT WILL ANY RIPPLE PARTY (AS DEFINED IN SECTION 6) BE LIABLE TO THE OTHER PARTY OR ITS REPRESENTATIVES FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, HYBRID OR PUNITIVE DAMAGES, OR DAMAGES FOR LOST PROFITS, REVENUE, GOODWILL OR SAVINGS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF REPLACEMENT GOODS OR REPUTATIONAL HARM, WHETHER OR NOT BASED ON A CLAIM OF BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR OTHER TORT, STRICT LIABILITY OR OTHERWISE UNDER ANY THEORY OF LAW, EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES.

General Terms

- Ripple may modify or amend these Terms of Use at any time in its sole discretion and shall notify you by updating the "Last Updated" date located at the top of these Terms of Use.
- These Terms of Use create no agency or partnership or joint venture or employment relationship between you and Ripple.
- These Terms of Use and any disputes or matters arising from or relating to or in connection with the subject matter hereof shall be governed and construed by the laws of the State of California (without regard to conflict of laws principles). The provisions of the Uniform Computer Information Transaction Act will not apply. The provisions of the UN Convention for the International Sales of Goods will not apply
- For any disputes arising out of, relating to, or in connection with these Terms of Use or the subject matter hereof, you irrevocably submit to the jurisdiction and venue of the courts of the State of California and the Federal Courts of the United States located in the Northern District of California.

- If any provision of these Terms of Use is or becomes illegal, unenforceable or invalidated, by operation of law or otherwise, that provision shall be omitted to such extent and the remainder of these Terms of Use shall remain in full force and effect. Any waiver by Ripple of any condition, term, part or provision of these Terms of Use must be in writing and shall not be a waiver of any other condition, term, part or provision, nor will the waiver be a future waiver of such condition, term, part or provision.
- These Terms of Use constitutes the entire agreement between you and Ripple pertaining to its subject matter and supersedes all prior and other contemporaneous agreements, representations, warranties and understandings between you and Ripple, whether written or oral or express or implied.