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## TERMS OF USE

This website is provided as "Software as a Service" to our customers. Please review the following terms and conditions of use (the "Agreement"), which govern your use of this website.

Unless you have another valid agreement for the use of Rinne products, this agreement governs your use of Rinne products.

By clicking "**I accept**" button or opening, accessing or using this website, creating an account, subscribing to Company's services you acknowledge that you have carefully read, fully understood, accept and agree to all of the provisions contained in this Agreement.

If you do not agree to or cannot comply with any part of this Agreement or if you do not have authority to bind yourself, then you shall not click "**I accept**" button and must refrain from opening, accessing or using this website and Company's services.

### DEFINITIONS

In this Agreement, the following definitions will be used:

**"Agreement"** means these terms and conditions, including any documents, which may be incorporated by reference into these terms, and conditions, e.g. our Privacy Policy.

**"Company"**, "We", "Our" and "Us" refers to "Rinne".

**"Customer"**, "You", "Your", "Yours" refers to any user of the Website.

**"Customer's Data"** means any data entered or submitted by you to the Website, either manually or automatically.

**"Customer's Users"** mean users to whom Customer as an account holder, assigns the roles and responsibilities within the account.

**"Services"** mean Rinne's services of providing access to the blockchain software solutions, technologies, information and consulting services related to such software solutions, technologies and information as may be provided by Rinne upon agreement with Customer.

**"The Website"** refers to the <https://www.rinne.tech/> and including all its content and the websites running the Rinne Flact System including all its contents (e.g. all websites like [https://\\*\\*\\*\\*.iflact.com/](https://****.iflact.com/)).

**"Rinne"** means a business name of a Rinne Technologies Sdn. Bhd., a legal entity registered in Malaysia with registration number 1248860-H. Any references to Rinne shall refer to Rinne Technologies Sdn. Bhd.

### WEBSITE CONTENTS

Unless otherwise noted, this Website, and all materials on this Website, including text, images, designs, photographs, videos and software used to provide Rinne services (collectively, the "**Contents**"), are owned, controlled or licensed by Rinne or its affiliates. You acknowledge that Rinne owns or is licensed to use all rights, titles and interests in and to the Website and its content. Under no circumstances, you will acquire any title or interest to any part of the Website or its contents.

### LICENSE TO USE SERVICES

During the term and subject to acceptance and compliance with the terms of this Agreement, Rinne grants Customer and Customer's Users (who are bound by obligations and restrictions consistent with this Agreement) a worldwide, non-commercial, revocable, non-exclusive, non-sublicensable and non-transferable license to use the

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Website and Contents to obtain Rinne's Services. You may not reproduce, store, share or distribute or use any Contents contained in the Website, either in whole or in part, without our prior written consent.

## REGISTRATION AND ACCOUNTS

Rinne will provide you with an account through which you will be eligible to access the Rinne's services. You shall provide accurate, up to date, and complete information about yourself and your business to complete registration and verification procedure.

You acknowledge that you are responsible for keeping your account and password secure, with carefully restricted access. You agree to accept responsibility for all activities that occur under your account. In the event of theft or loss of your username or password, or if you believe that there has been unauthorized access to your account by a third party, you shall notify us immediately and change your password as soon as possible.

Rinne reserves the right to terminate or suspend your account in case you violate this Agreement.

## COMMUNICATIONS

By accepting this Agreement (when you submit information for account creation or when you start the use of services), you expressly grant your consent to receive notices and communication electronically regarding the administration of your account, your use of Website, or other Rinne services.

You are responsible for storing or maintaining your own records of such communications. All notices and communications to us should be sent to the designated email address [support@rinne.tech](mailto:support@rinne.tech).

Please review Rinne's **Privacy Policy** to know more about our use of information that you submit to Rinne and how to opt-out of marketing messages.

## CONFIDENTIALITY

Customer Data will be kept confidential in accordance with the agreement with Rinne. We will use your Data solely for the purpose of providing services to you and in accordance with our **Privacy Policy**. We will not disclose such information to any third parties except to our employees and/or subcontractors, who are bound by similar obligations of confidentiality.

## CUSTOMER RESPONSIBILITIES

Customer will: (i) be responsible for compliance with this Agreement by itself and Customer's Users, (ii) be responsible for the accuracy, quality and legality of Customer Data, (iii) use reasonable efforts to prevent unauthorized access to or use of the Website and Rinne's Services, and notify Rinne immediately of any such unauthorized access or use, and (iv) use the Website and Rinne's Services only in accordance with Rinne's instructions and all applicable laws and government regulations.

Customer will not (a) make the Website and Rinne's Services available to anyone other than Customer's Users, (b) sell, resell, rent, lease, license or sublicense the Website and Rinne's Services, (c) use the Website and Rinne's Services to store or transmit libellous, infringing or otherwise unlawful or tortious material, or to store or transmit material in violations of third-party privacy rights, (d) use the Website and Rinne's Services to store or transmit viruses, worms, time bombs, Trojan horses, or other harmful or malicious code, files, scripts, agents, or programs, (e) interfere with or disrupt the integrity or performance of the Website and Rinne's Services, (f) attempt to gain unauthorized access to the Website and Rinne's Services or their related systems or networks, or (g) violate any intellectual property rights of Rinne, including but not limited to, Rinne trademarks, copyrights, patents, etc.

## INTELLECTUAL PROPERTY RIGHTS

Rinne shall retain all right, title and interest (including all copyrights, patents, service marks, trademarks and other intellectual property rights) in and to the Website and Rinne's Services (including application development, business and technical methodologies, and implementation and business processes, used by Rinne to develop or provide the Rinne services, and any and all updates, enhancements, customizations, revisions, modifications, future releases and any other changes relating to any of the foregoing. Except for the limited access and use rights granted pursuant to this Agreement, you do not acquire any interest in the Website and Rinne's Services. You agree that any suggestions, enhancement requests, feedback, recommendations or other information provided by you or any of your Customer Users relating to the Website and Rinne's Services may be used by Rinne without restriction or obligation to you.

## TRADEMARKS

The Rinne's name and logos are trademarks of Rinne, other marks, graphics, icons, names and logos used or displayed on or through the Website, and the described or offered products or services are the property of Rinne or their respective owners, who may or may not be affiliated with, connected to, or sponsored by Rinne.

You must not copy or use any of the abovementioned trademarks, trade dress and/or service marks, in whole or in part, without our or the respective owner's prior written consent.

You must not use any meta-tags or any other "hidden text" utilizing any of the abovementioned trademarks, trade dress and/or service marks without the prior written permission of Rinne or the respective owner.

## OWNERSHIP OF YOUR DATA

As between You and Rinne, the Customer Data and any similar data provided to Rinne is and shall remain your property. To enable Rinne to provide You with the Service, and subject to the terms and conditions of this Agreement, you hereby grant to Rinne a non-exclusive right to use, copy, distribute and display your Customer Data solely in connection with Rinne's operation of the Rinne Service on your behalf. You, not Rinne, shall have sole responsibility for the accuracy, integrity, and reliability of your Customer Data and Rinne will not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any of your Customer Data. Rinne will protect any of your Data provided to Rinne as confidential.

You are solely responsible for exporting your customer data from the services prior to closing your account. If we or yourself cancel your account, we will provide you with a reasonable opportunity to retrieve your customer data.

## SERVICE AVAILABILITY

Whilst Rinne intends that the Service should be available 24 hours a day, seven days a week, it is possible that on occasion it may be unavailable to permit maintenance or other development activity to take place. If for any reason Rinne has to interrupt the services for longer periods than Rinne would normally expect, we will notify you of such in advance.

The operation and availability of the Website used for obtaining the Rinne services, including computer networks and the Internet can be unpredictable and may from time to time interfere with or prevent access to the Website. Company is not responsible for any such interference or prevention of your access or use of the Website.

## **WARRANTY AND DISCLAIMER**

The parties acknowledge that the services and software are provided "as is" except for any express warranties set forth herein. Rinne and its affiliates hereby disclaim all warranties relating to the services or software or other subject matter of this agreement, express or implied, including, but not limited to, any warranties against infringement of third party rights, merchantability and fitness for a particular purpose. neither Rinne nor its affiliates makes any warranty as to the results that may be obtained from the use of the services or software, or that the services or software will be error-free or available at any given time.

## **LIMITATION OF LIABILITY**

Neither Rinne nor its affiliates shall be responsible or liable with respect to any subject matter of this agreement or terms and conditions related thereto under any contract, negligence, strict liability or other theory

- (a) for error or interruption of use, loss or inaccuracy or corruption of data, including without limitations customer data,
- (b) for cost of procurement of substitute goods, services, rights, or technology,
- (c) for any indirect, incidental or consequential damages including, but not limited to loss of revenues and loss of profits, or
- (d) for any matter beyond Rinne's reasonable control. Rinne expressly excludes all liability and responsibility to customer or another person in contract, tort (including negligence), or otherwise, for any data loss or damage resulting, directly or indirectly, from the use of, or reliance on, the support changes or advice given by Rinne employees.

Such limitation of liability shall also apply whether the damages arise from the use, misuse, inability to use and reliance on the Website and contents, or from the interruption, suspension, or termination of the access or use of the Website and Contents for any reason. Such limitation shall apply to the fullest extent permitted by law, notwithstanding a failure of essential purpose of any limited remedy.

Some countries and jurisdictions do not allow the exclusion, disclaimer or limitation of liability of certain types of damages, so the above exclusions may not be fully applied to you in your country or jurisdiction. If the above exclusions are not enforceable under applicable law, and under any circumstance whatsoever, the aggregate liability of the Rinne shall not exceed the amount of fees paid Customer for Rinne's Services during the three calendar months immediately preceding the date on which the relevant claim arose.

## **INDEMNIFICATION**

Customer agrees to indemnify and hold harmless Rinne, its officers, directors, employees, suppliers, and affiliates, from and against any losses, damages, fines and expenses (including attorney's fees and costs) arising out of or relating to any claims that Customer has used the Website or Rinne's services in violation of another party's rights, in violation of any law, in violations of any provisions of this Agreement, or any other claim related to Website or Rinne's services.

## THIRD PARTY PRODUCTS AND LINKS

The Website may contain third party offers, products and services, as well as links to other websites. Third party products, services and sites may contain information/material that is illegal, unreasonable or such that some users may find inappropriate or offensive.

You acknowledge that we assume no responsibility or liability whatsoever for any of the third party products or services or to the content or privacy practices of those third parties, and that this Agreement and Privacy Policy does not apply to the third party products, services or websites or to information collected by such third parties.

## TERMINATION

You may terminate this Agreement at any time by cancelling your account or by contacting our Customer Support. You understand and accept that all Customer Data will be deleted upon closing of your account unless agreed otherwise.

You agree that Rinne may suspend or terminate access to the Rinne's services or the Website without notice if:

- (a) Rinne determines that Customer or any Customer's User has violated this Agreement or applicable law, or
- (b) Rinne is required to do so by any court or government authority in any country, or
- (c) Customer's or Customer's User's conduct is harmful to Rinne, its interests or the interests of another Customer, a third-party provider, merchant, sponsor, licensor, or service provider;
- (d) Customer has any outstanding amount unpaid;
- (e) Customer goes into liquidation or has a receiver or manager appointed of any of its assets or becomes insolvent, or makes any arrangement with its creditors, or becomes subject to any similar insolvency event in any jurisdiction.

Rinne may, upon such termination – unless agreed otherwise, deactivate or delete Customer's account and any related data, information, and files, and bar any further access to such data, information, and files. Such action may include, among other things, accessing Customer Data and/or discontinuing Customer's or Customer's Users' use of the services or Website without refund or compensation. Customer agrees that Rinne has no obligation to monitor Customer's or Customer's Users' use of the services or Website but has the right to do so to ensure compliance with this Agreement, or to comply with any law, order, or requirement of any court or government authority in any country.

## DISPUTE RESOLUTION

This Agreement and the legal relationship between the Parties arising in connection herewith shall be governed by and construed in accordance with the laws of Malaysia without recourse to the conflict of laws rules regardless of the venue or jurisdiction in which a dispute arises. The Parties shall use their best endeavours to settle all disputes by way of negotiations. Unless settled by negotiations, any legal disputes or claims arising out of or related to this Agreement, shall be referred to and resolved by competent Malaysian courts.

## MODIFICATION

You agree that Rinne may modify this Agreement and any other policies on our Website at any time and that posting the modified terms and conditions or policies on our Website will constitute sufficient notice of such modification. The revised version will be in effect immediately and be noted by updated date to the end of such terms and conditions. We will notify you through the Website functionality or by e-mail of any significant changes that relate to your rights and obligations hereof. You are entitled to terminate the agreement with Rinne if you do not agree on any changes. By continuing using the Website or Rinne's services, you accept the changes.

## GENERAL

### Severability

If any of the provisions of this Agreement is or becomes illegal, unenforceable, or invalid (in whole or in part for any reason), the remainder of this Agreement shall remain in full force and effect without being impaired or invalidated in any way.

### Entire Agreement

No representations or statements of any kind made by either Party that are not expressly stated herein or in any written amendment hereto shall be binding on such Party. The Parties agree to this Agreement shall constitute the complete and exclusive statement of the agreement between them, and supersede all prior or contemporaneous proposals, oral or written, and all other communications between them relating to the subject matter hereof.

### No Third-Party Beneficiaries

Nothing in this Agreement is intended to, or shall, create any third-party beneficiaries, whether intended or incidental, and neither Party shall make any representations to the contrary.

### No Agency

Nothing in this Agreement shall be construed to make the Parties partners, joint ventures, representatives or agents of each other, nor shall either Party so represent to any third person. The Parties hereunder are acting in the performance of this Agreement as independent contractors engaged in the operation of their own respective businesses.

### Assignment

You may not novate, assign, transfer or sub-contract any rights or obligations under this Agreement, or any part thereof, without our prior written permission.

### **Contacts**

[support@rinne.tech](mailto:support@rinne.tech)

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