

## **Terms and Conditions**

### **Agreement between User and <https://torimo.io>**

Welcome to <https://torimo.io>. The <https://torimo.io> website (the "Site") is comprised of various web pages operated by Torimo LLC ("Torimo"). <https://torimo.io> is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). References to "You" or "Your" mean the person (s) who accesses, uses, and/or participates in the Torimo Platform in any way, and each of their heirs, successors and assigns. Your use of <https://torimo.io> constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

<https://torimo.io> matches users who want to purchase items ("Item") from abroad ("Requester") with someone traveling to the destination where the items can be purchased (Traveler").

### **Privacy**

Your use of <https://torimo.io> is subject to Torimo Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

### **Electronic Communications**

Visiting <https://torimo.io> or sending emails to Torimo or the use of the application constitutes electronic communications. 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 and on the Site, satisfy any legal requirement that such communications be in writing.

### **Your Account**

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 Torimo is not responsible for third party access to your account that results from theft or misappropriation of your account. Torimo and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

### **Eligibility and Use of the Platform**

Access to and use of the Torimo Platform is available only to individuals who are at least 18 years old, who can form legally binding contracts under applicable law, and who properly create a valid account as explained below (valid account holders, whether Requesters, Travelers or both, may also collectively be referred to in these Terms as "Members"). By accessing or using the Torimo Platform, You represent and warrant that you are eligible to do so.

YOU ALSO ACKNOWLEDGE AND AGREE THAT, UNLESS WE OTHERWISE SPECIFICALLY AGREE IN WRITING, TORIMO IS NOT IN THE BUSINESS OF OFFERING, SELLING, PURCHASING, OR BRINGING ITEMS. YOU UNDERSTAND THAT BY ACCESSING THE THE TORIMO PLATFORM, AND IN BECOMING A MEMBER, YOU RECEIVE ONLY THE ABILITY TO USE THE TORIMO PLATFORM TO ACCESS FRIENDS WHO MAY BE INTERESTED IN BEING A REQUESTER AND/OR TRAVELER, INCLUDING, BUT NOT LIMITED TO, THE ABILITY TO MESSAGE OTHER MEMBERS ABOUT ITEMS. YOU ACKNOWLEDGE AND AGREE THAT TORIMO IS NOT A PARTY TO ANY RELATIONSHIP OR AGREEMENT BETWEEN YOU AND ANOTHER MEMBER, AND THAT ANY SUCH RELATIONSHIP IS BETWEEN THE MEMBERS ONLY. YOU ALSO ACKNOWLEDGE AND AGREE THAT AT ALL TIMES, IT IS YOUR RESPONSIBILITY AND NOT TORIMO'S RESPONSIBILITY, WHICH IS DISCLAIMED TO THE MAXIMUM EXTENT OF THE LAW, TO BE FAMILIAR WITH, TO ABIDE BY AND TO COMPLY WITH ALL RELEVANT FEDERAL, STATE, LOCAL, AND INTERNATIONAL LAWS, RULES AND REGULATIONS THAT MAY APPLY TO ANY ITEMS OR TO ANY RELATIONSHIP BETWEEN MEMBERS.

Members also acknowledge and agree that they are users of the Torimo Platform only, and that they are not Torimo employees, joint venturers, partners, or agents whatsoever. Torimo does not have the right to control and does not control Members, or the relationships between them or the subject matter of such relationships. You acknowledge and agree that, except where these Terms provide otherwise, it is the Members themselves who establish any applicable Traveler Fees. While Torimo may help facilitate disputes, We have no control over and do not guarantee (i) the existence, quality, safety, suitability, or legality of any item arranged between Members, (ii) the truth, accuracy or suitability of any description or any other aspect referred to by Members on the Torimo Platform, (iii) the performance or conduct of any Member or third party or (iv) the legality or compliance with laws, rules, regulations, orders and decisions that may be applicable to any relationship between Members or the subject matter thereof. While we may provide information that may be helpful in assisting you to evaluate another Member, and their status in the Torimo community, Torimo does not endorse any particular Member or any item. Any reference to a Member being "Verified" (or similar language) only indicates that the Member has completed a verification or identification process and nothing else.

To promote the Torimo Platform and to increase exposure to potential Members or their desired items, content from the Torimo Platform may be displayed on other websites, applications, other communications (including email or SMS or other text message services), and in online and offline advertisements. To assist Members who speak other languages, content from the Torimo Platform may be translated, in whole or in part, into other languages and where done so, Torimo does not guarantee the accuracy or quality of

such translations and Members are responsible for reviewing and verifying the accuracy of them.

### **Account Registration, Member Verification and Other Member Representations And Warranties**

To access some of Our features and services, You will need to validly register for an account and to become a Member. You are only eligible to have one (1) Account at a time, and are not allowed to transfer Your account at any time to another person or entity. As indicated above, by doing so, You represent and warrant that you are over the age of eighteen (18) and are capable of entering into legally binding agreements in the relevant jurisdiction (s).

You also represent and warrant that You will comply with any and all applicable import and export control laws or customs laws in Your local jurisdiction. You also represent and warrant that (i) neither You nor the subject of Your transaction is the subject of a United States or other country's embargo, or that it has been designated by the United States Government as a "terrorist supporting" country and that (ii) You are not listed on any United States Government or any other country's list of prohibited or restricted parties.

To create a Member account, You must create a password-protected account ("Account"). You may register for an Account using Your name, email and creating a password, or by using your existing third party networking accounts that are enabled by Torimo now or in the future such as Google, or Facebook, Twitter or others ("Third Party Networks"), if any. You agree to provide accurate, current and complete information during the Account registration process and at all other times when You use the Torimo Platform, and to continually update information sufficient to keep it accurate, current and complete. You and You alone are responsible for safeguarding your Torimo Account password and other information, if applicable to a Third Party Network, and You are solely responsible for all activity that occurs on or through your Account or Third Party Network created account and that You will immediately inform Torimo of any suspected unauthorized use. Torimo is not liable or otherwise responsible for any loss or damage that any party claims is caused in whole or part by unauthorized use of Your Account. Notwithstanding the foregoing, You may, however, be liable or responsible to Torimo or third parties due to unauthorized use of Your Account.

You acknowledge and agree that, as permitted by applicable laws, Torimo may in its sole discretion, but is not obligated to, obtain reports from consumer reporting agencies or otherwise review publicly available information about Members, including sexual offender registration lists or databases compiling information about criminal convictions relating to, without limitation, crimes of violence, theft, burglary, conspiracy, abuse, neglect, fraud, dishonesty, perjury, forgery, embezzlement, cyber crimes, identity theft, drug related offense, obstruction, organized crime, prostitution, warrant violations, weapons offenses and crimes which endanger the life or property of others. By accessing or using the Torimo Platform, You authorize us to use Your personal information

(including name, address, date of birth or other identifying information) to obtain these reports and agree that we may, in our sole discretion suspend, cancel, block, restrict or terminate Your access to the Torimo Platform based upon Our evaluation of such reports, again in our sole discretion. If we undertake an effort to verify Your background through these or other methods (which we are not obligated to do under these Terms), and choose to identify you as “Verified,” such a notation shall mean nothing other than that You completed a verification or identification process and shall not constitute an endorsement of You or any other Member to the public or to any Member.

## **Prohibited Conduct**

Regardless of whether you access or use the Torimo Platform with or without an account, by accessing, searching on or using the Torimo Platform in any way, You agree that will not:

- Use another person’s Account, to misrepresent yourself, Your identity or qualifications or transactions;
- Violate any federal, state, local, national or international law, or any rule, regulation, tariff or duty, including customs laws or regulations that may apply to You or to Your relationship with other Members or to any items.
- Use any automated system including but not limited to robots, spiders, offline readers, crawlers, scrapers to access, copy, maintain or compile the Torimo Platform or content thereon for any purpose without Torimo’s prior written approval;
- In any manual or automated way copy, appropriate, use or disclose any copyrighted text, or other intellectual property, rights of publicity, privacy or contract rights or otherwise misuse or misappropriate Torimo Platform information or content including but not limited to, use on a mirrored, competitive, or third-party site;
- Transmit more request messages through the Torimo Platform in a given period of time than a human can reasonably produce in the same period by using a conventional online web browser;
- Take any action that (a) may unreasonably encumber the Torimo Platform’s infrastructure; (b) interferes or attempts to interfere with the proper working of the Platform or any third-party participation; (c) bypasses measures that are used to prevent or restrict access to the Torimo Platform; (d) circumvents, disables or otherwise interferes with security features of the Torimo Platform; (e) distributes viruses or any other technologies that may harm Torimo or users; (f) uses the Torimo Platform in a way that violates any copyrights, trade secrets, or other rights of any third party, including privacy or publicity rights; or (g) circumvents or manipulates and fees, fee structure or billing claimed or owed as a result of interaction, relationships or transactions that may be facilitated on the Torimo Platform;

- As a Member, use the Torimo Platform in any manner that circumvents Your obligation to pay Torimo or another Member or to bring Items as agreed;
- “Stalk,” or harass or intimidate any other Member or user of the Torimo Platform; or collect, harvest or publish any personally identifiable data including but not limited to names or other account information, from the Torimo Platform, or use the communication systems provided by the Torimo Platform for any reason not explicitly authorized by these Terms, including but not limited to commercial solicitation purposes;
- Recruit, solicit, or contact in any form Members for employment or any other use not specifically intended by the Torimo Platform;
- Take any inappropriate or unlawful actions, including the submission of inappropriate or unlawful content to or through the Torimo Platform, including without limitation content that is hateful, illegal, profane, obscene, defamatory, threatening, or discriminatory, or that advocates, promotes, or encourages inappropriate activity, conduct that would be considered a criminal offense, or conduct that would give rise to civil liability or violate any law;
- Violate any Torimo policies that govern or relate to Your use of the Torimo Platform and interactions with You and third parties;
- Take any action that may undermine the efficacy or accuracy of reviews or ratings systems maintained by Torimo and which relate to Members;
- to fail to perform as agreed upon by Members;
- Engage in fraudulent conduct including but not limited to entering into a relationship with another Member to obtain and/or bring Items with no intention of following through, offering to make prohibited money transfers or to arrange to obtain and/or bring Items that are prohibited by applicable law at places of disembarkation, transit or embarkation or entering into any relationship fraudulently or for fraudulent purpose or to conclude your arrangement off the Torimo Platform or to circumvent or evade the Torimo Platform or to evade any other requirement of these Terms;
- Registering for more than one (1) Torimo Account or registering for a Torimo Account on behalf of an individual other than Yourself or transferring or purporting to transfer your Torimo Account to any other person.
- Undertake any activity or engage in any conduct that is inconsistent with the business or purpose of the Torimo Platform; and
- Attempt to indirectly undertake or achieve any of the foregoing.

## **Payment Terms and Appointment of Torimo as Limited Payment Collection Agent**

### **Payments-Related Representations and Warranties**

As set forth above, except where we otherwise specifically agree in writing, Torimo does not own, create, sell, offer, resell, provide, control, manage, buy, offer to buy, bring, or

offer to bring or supply any Items or any other tangible or intangible thing that You may discuss with another Member. When Requesters and Travelers make or accept an offer to transact, they are entering into a contract with each other, and even though Torimo may act as a limited payment collection agent as defined below, it is not a party to any agreement discussed or entered into between Members.

Torimo may restrict the availability of payment services, or any aspect or feature of payment services, to perform maintenance of systems to help ensure the proper functioning of the system or to improve, enhance, modify, suspend or terminate any payment service, or to introduce new or additional services at any time, including through additional third parties. The payment-related services may contain links to certain third-party websites, applications, services or resources (“Third Party Services”). Any such Third Party Services are subject to different terms or conditions and privacy practices created or controlled by third party providers and not Torimo, and Members should review them carefully and independently. Torimo is not responsible for or liable for the availability, accuracy, reliability or anything related to Third Party Services, including the content thereon. Links or other access to information of Third Party Service providers shall not constitute an endorsement by Torimo of such providers or their services.

You may not use Torimo’s payment related services except as authorized by the laws of the United States of America, the laws of the jurisdiction where you reside, and any other applicable laws. Specifically, but not by way of limitation, Torimo’s payment related services may not be used to send or receive funds or currency into (i) any United States embargoed countries; (ii) to anyone on the United States Treasury Department’s list of Specially Designated Nationals or the United States Commerce Department’s list of Denied Persons List or Entry List. By agreeing to these Terms, by accessing and/or using the Torimo Platform, you further represent and warrant that (i) neither you nor the subject of your transaction (e.g., items, goods, products, services, tangible or intangible things) are located in a country that is subject to a United States Government embargo, or that has been designated by the United States Government as a “terrorist supporting” country; and (ii) that you are not listed on any United States Government list of prohibited or restricted parties. Additionally, notwithstanding your agreement to the above relating to the laws of the United States of America and its subdivisions, localities and municipalities, you also hereby agree to comply fully with relevant export and import and customs laws in your local country and jurisdiction.

### **Payment Processing Services**

Payment processing services, which are a key feature of the Torimo Platform, are currently provided by Stripe, and where applicable, may include money transmission services pursuant to licenses or other regulatory approvals held by Stripe. Payment processing services provided by Stripe are subject to the Stripe Connected Account Agreement, which includes the Stripe Services Agreement. By agreeing to these Terms or by accessing, searching or using the Torimo Platform, You agree to be bound by the Stripe Connected Account Agreement and the Stripe Services Agreement, as they may be

amended or modified from time-to-time by Stripe. Torimo's provision of any payment processing services through Stripe is subject, and conditioned upon, Your agreement to provide Torimo up-to-date, accurate, and complete information relating to you and your payment instrument (s) and You expressly authorize Torimo to share this information and transaction-related information relating to your use of payment related services with Stripe. Torimo reserves the right to provide payment processing services through other third party vendors, and if it choose to do so, will provide notice to you via Torimo Messaging or through another method.

### **Appointment of Torimo as Limited Payment Collection Agent**

By agreeing to these Terms, and in accessing or using the Torimo Platform, Travelers appoint Torimo as their respective limited payment collection agent, authorized to receive and collect payments for transactions entered into between Members, including (i) Item Costs, (ii) Torimo Service Fees, (iii) Traveler's Fees, if any, and (iv) Taxes and other Government Regulatory Fees (for example, without limitation duties, tariffs or government charges) ("Total Fees") owed by Requesters to Travelers as set forth in these Terms. Payments made by Requesters to Torimo in connection with an Offer shall be considered the same as a payment made directly to Travelers, and Travelers agree to provide the Items to Requesters in the agreed-upon manner as if the Traveler has received payment directly from Requesters. You further agree that Torimo's obligation to remit payments to Travelers is conditioned upon and extends only to sums that it has successfully received from Requesters in accordance with the relevant agreements, and also that in accepting appointment as the limited payment collection agent, Torimo assumes no liability for any acts or omissions of Requesters or Travelers, Members or any other person. As limited payment collection agent, Torimo assumes no liability or obligation for any funds or obligations owed by Requesters that were not collected by Torimo in its role under this Paragraph.

Each Requester and Traveler acknowledges and agrees that, notwithstanding the fact that Torimo is not a party to the agreement between Travelers and Requesters, Torimo acts as the Travelers payment collection agent for the limited purpose of accepting collection from Requesters on behalf of the Traveler. Upon Requesters' remittance to Torimo, Requesters' payment obligation to the Traveler for agreed upon amounts is extinguished, and Torimo is responsible for remitting funds collected to Travelers in the agreed upon manner. In the event that Torimo does not remit such amounts, Travelers' recourse is only against Torimo, and not Requesters directly.

If any Member does not make a payment properly, or if Torimo cannot properly charge a payment method on file with it, or any other payment method for any reason, Torimo expressly reserves all rights under applicable law to recover payment as well as all of its costs and expenses incurred, including reasonable attorneys' or other professionals' fees, in pursuing such payment (s).

### **Transactions Between Requesters and Travelers on Torimo**

Torimo strives to make the Torimo Platform useful, simple and efficient. Torimo Requesters located in New York City may gain access to friends who have better availability to Items in other markets who may be fully willing to bring these items to their Torimo friends and colleagues. At the same time, Torimo enables Travelers to help their friends and community, and may even help them defray the time and expense of their travel to see and help their global Torimo friends. Through the Torimo Platform, Torimo helps to bring diverse groups of people together, and hopefully, to minimize the differences and divisions that can accumulate over time, geographical distance and cultures.

As set forth more fully below, in a typical transaction facilitated on the Torimo Platform, the Requesters send an invitation called a “Item Request” which identifies desired Items, to Travelers. Travelers may then accept to bring Items on terms expressed between Members in a “Traveler’s Acceptance.” which fixes the final and binding agreement between the Members.

### **The Item Request**

After finding an Item of interest, Requesters must create a valid Item Request. The Item Request is made when the Requesters use the Torimo Platform submission tool to (i) describe the item specifically including the price and (ii) to add the location (City and Country) where they want the Items purchased from. Torimo advises Requesters to be as specific as possible, and provides a place to “Include a Note to Your Traveler” to help ensure that Travelers obtain and brings only the desired items. Requesters shall not request Prohibited Items\* and may only request items from reputable merchants.

If Travelers do not take action within 2 days after the Item Request was sent, the Item Request will automatically be canceled.

### **Prohibited Items**

Torimo Requesters expressly agree not to use the Torimo Platform or to request that a Traveler obtain or bring any item that is prohibited under the laws of the United States and/or its subdivisions, or of any international laws or laws of any local jurisdiction applicable to Members, goods, transit or destination. It is the responsibility of both the Requester (and not Torimo) to refrain from requesting or bringing any Item that is prohibited either by the jurisdiction of disembarkation, transit or embarkation. Prohibited items include, but are not limited, to:

- Hazardous Materials as defined by the United States Environmental Protection Agency (EPA) the United States Occupational Safety and Health Administration (OSHA), the United States Department of Transportation (USDOT), the United States Nuclear Regulatory Commission (NRC) or by the United States Department of Commerce (DOC), United States Customs and Borders Protection



- (CBP), United States Department of Homeland Security or similar agencies, national, state and local.
- Counterfeit goods
  - Currency
  - Stolen property
  - Alcohol
  - Live animals
  - Firearms, ammunition, explosives or chemicals
  - Human remains
  - Pornography or obscene materials
  - Illegal drugs or regulated drugs (prescription) in violation of law
  - Any product or item related to illegal activities, such as the production of illegal drugs
  - Any item that is prohibited by law in the place of origin, destination or any jurisdiction of transit through between origin and destination
  - Batteries
  - Aerosols or any flammable materials
  - Knives, batons or other weapons
  - Certain agricultural products
  - Items imported into the United States without a customs declaration where one was required.

Torimo recommends that Requesters and Travelers consult their respective government agencies which regulate items that may and may not be brought into or out of a country of origin, such as lists maintained by [the United States Transportation Security Agency \(TSA\)](#). All travel from the United States, and packing related thereto, shall comply with all applicable [TSA Rules](#).

## **Fees**

The following components that make up the Total Fees must be contained in, and fully described in the Item Request. When Accepted, the Traveler's Acceptance establishes the final and total amounts to which the Requester agrees.

### **(i) Item Cost**

(ii) Service Fee: This is a service fee charged by and retained by Torimo for the use of its Torimo Platform by Requesters and Travelers. Service Fees are collected by Torimo from Requesters and deducted from remaining amounts remitted to Travelers by Torimo as the Traveler's limited payment collection agent as described above. Service Fees are non-refundable.

(iii) Traveler's Fee: The Traveler's Fee is the amount Requesters agree to give to their Traveler friends for helping the Requester. The Traveler's Fee is set by the Requester in the Item Request. The Service Fee and Traveler's Fee may collectively be referred to by Torimo as the "Platform Fees)."

(iv) All government fees, tariffs and duties are the responsibility of the Traveler and Traveler is required to make sure that the Requester is aware of such fees prior to accepting the offer.

### **The Travelers Acceptance**

To assist Members to locate and communicate with each other, including potentially dates upon which Members can meet in person, The Torimo Platform allows Travelers to enter the details of upcoming travel dates, and to browse published Item Requests made by their Torimo friends. Travelers can indicate their preference to be notified of upcoming Item Requests that may correspond to their planned trips, or trips that they may be willing to take.

When the Requester and Traveler have agreed to all aspects, including applicable timing and Total Fees, the Traveler must agree to the Item Request, in what we call the “Traveler’s Acceptance.” The Traveler’s Acceptance is a agreement on all material terms between a Requester and Traveler, under which they agree to be bound to each other to in the manner agreed.

Upon the Traveler’s Acceptance, Requesters can no longer cancel the Item Request and thus get refunds.

If payments are not made as agreed within 2 days after the Traveler’s Acceptance, the Item Requests will be canceled.

### **Import Restrictions and Charges**

It is the sole responsibility of the Travelers to be familiar with, to specify, and to include in the Traveler’s Acceptance, any and all applicable customs duties, tariffs, and charges applicable to Items. Although not exhaustive, Torimo may provide links to certain government and third party sites where Members can find out more information about their travel destinations and rules and regulations applicable to their travel, including:

Country Information from U.S. State Dept.--Bureau of Consular Affairs

Customs Duty Information from U.S. Customs and Border Protection

Country Information from Int’l Air Transport Ass’n

U.S. Customs and Border Protection Form 6059B

### **Ownership, Acceptance, Risk of Loss and Insurance**

Members acknowledge and agree that except where prohibited by applicable law or otherwise agreed to by Members, it is the Travelers, and not Requesters, who own Items and must maintain for presentment all original receipts evidencing such ownership. Members also acknowledge and agree that to the maximum extent allowed by law, the risk of loss remains with the Traveler unless and until the Traveler has completed all of the obligations under his or her agreement with the Requester, which includes bringing the items as agreed.

Torimo recommends that Requesters and Travelers procure their own insurance to cover the cost and expenses relating to an Item purchase. Torimo may, but is not obligated to recommend or to offer links where Requesters and/or Traveler's may procure insurance relating to their transaction.

### **Acceptance of Requested Items**

The Requester and Travelers must agree at the time the Item Request is accepted by the Traveler on a specific time period for acceptance of the Items ("Meetup Period", which is auto-determined as 1 week from returning to New York City). Travelers shall bear the responsibility to identify an acceptable safe and public place to meet with their Requesters for the purpose of inspection and exchange of goods. The time for delivery can be extended only by written agreement between the Requester and Traveler on the Platform, or by Torimo. Unless the parties otherwise agree in writing, it is the Requester's obligation to inspect and accept the Items at the time of delivery, and the agreement between the parties is deemed complete at the time of acceptance regardless of whether the Requester shows up to inspect and accept Items. The only permissible method to extend the delivery, inspection and acceptance periods agreed to by the Requester and Traveler is written communication between the parties on the Torimo Platform or through notification by Torimo through the Torimo Platform.

If the Requester fails to appear for item delivery and acceptance during the Meetup Period, the Requester's Payment Method will be charged and the amounts will be released to the Traveler.

If the Traveler fails to appear for item delivery and acceptance during the Meetup Period or cancels Traveler's Acceptance, the Requester's Payment will be reversed back.

### **Rejection and Refunds**

Requesters may refuse to accept the Items only if the Traveler has brought incorrect goods (for example, specifications which differ from the agreement between the parties, in terms of brand, color, style, size, etc.) or the condition of the Items is other than that agreed to between the parties (for example, damaged or used items or otherwise not in the condition represented). Requesters may not refuse acceptance of the Items because they changed their mind about the transaction, or through an attempt to renegotiate the price of the items or because they have found the items elsewhere. Requesters agree that Torimo,

in its sole discretion, may determine whether the reason for rejection is acceptable under applicable policies and if Torimo determines the rejection is impermissible or unauthorized, Requesters agree that their Payment Method may be charged and the transaction completed as agreed to by the parties. Except as set forth above, in instances where the Requester fails to confirm inspection and acceptance of the Items within three (3) days of the Meetup Period, funds will be released to Travelers.

### **Links to Third Party Sites/Third Party Services**

<https://torimo.io> may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of Torimo and Torimo 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. Torimo is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Torimo of the site or any association with its operators.

Certain services made available via <https://torimo.io> are delivered by third party sites and organizations. By using any product, service or functionality originating from the <https://torimo.io> domain, you hereby acknowledge and consent that Torimo may share such information and data with any third party with whom Torimo has a contractual relationship to provide the requested product, service or functionality on behalf of <https://torimo.io> users and customers.

### **No Unlawful or Prohibited Use/Intellectual Property**

You are granted a non-exclusive, non-transferable, revocable license to access and use <https://torimo.io> strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to Torimo that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the 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 Site.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of Torimo or its suppliers and protected by copyright 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 content, in whole or in part, found on the Site. Torimo content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not

delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of Torimo and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of Torimo or our licensors except as expressly authorized by these Terms.

### **Use of Communication Services**

The Site may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or 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.

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

Torimo reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to

post or to remove any information or materials, in whole or in part, in Torimo's sole discretion.

Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. Torimo does not control or endorse the content, messages or information found in any Communication Service and, therefore, Torimo specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorized Torimo spokespersons, and their views do not necessarily reflect those of Torimo.

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

#### **Materials Provided to <https://torimo.io> or Posted on Any Torimo Web Page**

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

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#### **Third Party Accounts**

You will be able to connect your Torimo account to third party accounts. By connecting your Torimo 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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### **Indemnification**

You agree to indemnify, defend and hold harmless Torimo, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the 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. Torimo 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 Torimo in asserting any available defenses.

### **Arbitration**

In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms and Conditions, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms and Conditions, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regards to these Terms and Conditions or any disputes arising as a result of these Terms and Conditions, whether directly or indirectly, including Tort claims that are a result of these Terms and Conditions. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms and Conditions.

### **Class Action Waiver**

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and Torimo 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.

## **Warranty Disclaimers**

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You agree that no joint venture, partnership, employment, or agency relationship exists between you and Torimo as a result of this agreement or use of the Site. Torimo's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Torimo's right to comply with governmental, court and law enforcement requests or requirements relating to your use of

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Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Torimo with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Torimo with respect to the Site. A printed version of this agreement and of 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.

### **Changes to Terms**

Torimo reserves the right, in its sole discretion, to change the Terms under which <https://torimo.io> is offered. The most current version of the Terms will supersede all previous versions. Torimo encourages you to periodically review the Terms to stay informed of our updates.

### **Contact Us**

Torimo welcomes your questions or comments regarding the Terms:

Email Address:  
[team.torimo@gmail.com](mailto:team.torimo@gmail.com)

Effective as of November 1, 2019