

RARA SOCIAL INC.

TERMS OF SERVICE

Effective date: March 31, 2021

PLEASE NOTE THAT YOUR USE OF AND ACCESS TO OUR SERVICES (DEFINED BELOW) ARE SUBJECT TO THE FOLLOWING TERMS; IF YOU DO NOT AGREE TO ALL OF THE FOLLOWING, YOU MAY NOT USE OR ACCESS THE SERVICES IN ANY MANNER. THE TERMS CONTAIN AN ARBITRATION PROVISION. YOU AGREE AND UNDERSTAND THAT DISPUTES ARISING UNDER THESE TERMS SHALL BE SETTLED IN BINDING ARBITRATION. YOU ALSO AGREE AND UNDERSTAND THAT ENTERING INTO THIS AGREEMENT CONSTITUTES A WAIVER OF YOUR RIGHT TO A TRIAL BY JURY OR PARTICIPATION IN A CLASS ACTION LAWSUIT OR A JURY TRIAL.

Please read on to learn the rules and restrictions that govern your use of our products, services and applications, including, but not limited to, (i) our website located at <http://rara.social/>, <http://rara.house/>, and any of our other webpages that link to or incorporate these Terms (collectively the “*Site*”) and our corresponding web application and related wallet (the “*App*”) and (ii) our RARA bot (the “*Bot*”) available for integration by community chat groups on Discord, Telegram, or similar applications (“*Communities*”) through the Site or applicable services’ site and respective applications of each Community (e.g., Discord or Telegram) (collectively, the “*Services*”). If you have any questions, comments, or concerns regarding these terms or the Services, please contact us at chat@rara.social.

These Terms of Service (the “*Terms*”) are a binding contract between you and RARA Social Inc. (“*RARA*,” “*we*,” “*our*” and “*us*”). You must agree to and accept all of the Terms, or you don’t have the right to use the Services. Your use of the Services in any way, including but not limited to integrating the Bot, participating in Auctions or other RARA events (defined below), clicking “I Accept” or anything similar on the Site, means that you agree to all of these Terms, and these Terms will remain in effect while you use the Services. These Terms include the provisions in this document, as well as those in the Privacy Policy, and any additional terms and conditions we may describe when providing additional Services in the future.

Will these Terms ever change?

We are constantly improving our Services, so we may need to change these Terms along with the Services. We reserve the right to change the Terms at any time, but if we do, we will bring it to your attention by requiring you to log in to our Services again and accept the new Terms, and/or by some other means.

If you don’t agree with the new Terms, you are free to reject them. Unfortunately, that means you will no longer be able to use the Services. If you use the Services in any way after a change to the Terms is effective, that means you agree to all of the changes.

Except for changes by us as described here, no other amendment or modification of these Terms will be effective unless in writing and signed by both you and us.

Who can use the Services?

To access or use our Services, you must be able to form a legally binding contract with us. You therefore represent and warrant that you are of legal age to form a binding contract (or if not, that you've received your parent's or guardian's permission to use the Services and gotten your parent or guardian to agree to these Terms on your behalf). If you're agreeing to these Terms on behalf of an organization or entity like a Community, you represent and warrant that you are authorized to agree to these Terms on that organization or entity's behalf and bind them to these Terms (in which case, the references to "**you**" and "**your**" in these Terms, except for in this sentence, refer to that organization or entity). You will only use the Services for your own personal use, and not on behalf of or for the benefit of any third party, and only in a manner that complies with all laws that apply to you. If your use of the Services is prohibited by applicable laws or regulations, or you are a citizen, resident, or member of any jurisdiction or group that is subject to economic sanctions by the United States, then you aren't authorized to use the Services. If permits and licenses are required for you to use the Services, it is your responsibility to first obtain those prior to such use. We can't and won't be responsible for your using the Services in a way that breaks the law or regulations.

What about my privacy?

While RARA provides tools for social experiences, we take the privacy of our users very seriously. To view our current Privacy Policy and our privacy practices, please click here rara.social/privacy.

What are the basics of using RARA?

The Services primarily enable developers and users to download and integrate the Bot into Communities to facilitate socially-enhanced, real-time events such as auctions for digital assets ("**Auctions**") such as NFTs using Virtual Currency (both as defined below). Auctions are accessible via our App or each Community's respective applications. To use our Services, interact with the Bot, or participate in Auctions, you will need a digital wallet that can store and transfer certain supported Virtual Assets (defined below) (your "**Wallet**") and that is supported in our Services. Our App includes a Wallet compatible with our Services, but in certain instances, you may also use a third party Wallet.

Auctions may be conducted on one of several third party platforms, although we currently conduct Auctions primarily through OpenSea, a decentralized auction platform operating on the Ethereum blockchain network. You acknowledge and agree that, by using our Services, you are also agreeing to the Terms of Use and Privacy Policy of any third party platform we conduct Auctions through. For OpenSea, these terms and policy can be found at <https://opensea.io/tos> and <https://opensea.io/privacy>.

When you create a Wallet, a cryptographic private and public key pair is generated. The private and public key pair together evidence ownership/possession of a specific amount of supported Virtual Assets in that Wallet which enables you to send and receive Virtual Assets via the relevant Blockchain Technology. The public key is visible to all participants on a Blockchain's (defined below) network. The private key must be used to transact the Virtual Assets represented by the corresponding public key. In some instances, depending on what other services you use to create a Wallet, you may receive a pin code, create a password, or establish another method of accessing your private key as a security or convenience measure. In those cases, your authentication method may function similarly to your private key in that it allows you and other in possession of such information to potentially transfer Virtual Assets from your Wallet. RARA does not store your private key or any similar methods of accessing your private key, and we will never request this information.

When you request to make a transfer of Virtual Assets, in order to initiate such transfer on our Services, you will be required to initiate a transfer from your Wallet's interface or a web plug-in that interacts with our Services (a "**Transfer Initiation**"). You acknowledge and agree that all transactions on our Services and any Transfer Initiation facilitated and operated through third-party Wallet providers or plug-ins are subject to the Terms of Service and Privacy policy of those third parties.

We are entitled to rely on your Transfer Initiation and have no duty to inquire into or investigate the validity or accuracy of any Transfer Initiation. You will be responsible for keeping your hardware devices, including your phone, secure and for any activity associated with such devices and your Wallet when using our Services. RARA will not be responsible if someone else accesses your devices and authorizes a transaction using your Wallet.

RARA does not have access to your private key and cannot initiate a transfer of Virtual Assets or otherwise access your Virtual Assets. We are not your brokers, intermediaries, agents, advisors, or custodians, and we do not have a fiduciary relationship or obligation to you regarding any other decisions or activities that you effect when using your Wallet or our Services. We are not responsible for any activities that you engage in when using your Wallet, and you should understand the risks associated with Virtual Assets, Blockchain Technology generally, and our Services described more fully below.

Unless explicitly provided in writing, we do not manage or otherwise oversee Auctions accessible on our Services and do not participate in any transactions on such Auctions, recommend, endorse, or otherwise take a position on your use of these Services. Unless explicitly provided in writing, we are not a party to any agreement between the buyer and seller of any digital assets in an auction.

You bear full responsibility for verifying the identity, legitimacy, and authenticity of digital assets you purchase on an auction. Notwithstanding indicators and messages that suggest verification, rara makes no claims about the identity, legitimacy, or authenticity of assets on our services.

"Blockchain" refers to a distributed ledger, maintained by a network of computers, that records all transactions of Virtual Assets in theoretically unchangeable data packages known as blocks, each of which are timestamped to reference the previous block, so that the blocks are linked in a chain that evidences the entire history of transactions of the Virtual Assets.

"Blockchain Technology" means collectively DApps and Blockchains.

"DApps" refers to a distributed application (sometimes referred to as smart contract(s)) deployed, maintained, and operated on a Blockchain such as Uniswap.

"NFTs" or "Non-Fungible Tokens" means non-fungible, cryptographic tokens, assets, or other such term describing an asset on a Blockchain possessing unique identifiers or other metadata that distinguishes such asset from other tokens or assets on a Blockchain in a manner that makes such asset irreplaceable and unable to be exchanged for a similar token or asset of like kind or nature. For example, a CryptoPunk represents the uniqueness of an assets intellectual property rights and a position on Uniswap V3 LP curve represents a unique non-fungible property rights in a financial position on Blockchain Technology.

"Virtual Assets" means collectively NFTs and Virtual Currencies.

"Virtual Currency" refers to cryptocurrency, digital currency, digital asset, crypto asset or other such similar term describing, for example, Ethereum, but does not include a derivative of a virtual currency, a

security, or a digital asset not intended to be used primarily for purposes of conducting financial transactions, such as NFTs. Virtual Currency is evidenced on, and can be electronically transferred using, Blockchain Technology.

Your use of the Services is subject to the following additional restrictions:

You represent, warrant, and agree that you will not use the Services or interact with the Services in a manner that:

- Infringes or violates the intellectual property rights or any other rights of anyone else (including RARA);
- Violates any law or regulation, including, without limitation, any applicable export control laws;
- Is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable;
- Jeopardizes the security of your Wallet or anyone else's (such as allowing someone else to log in to the Services as you);
- Attempts, in any manner, to obtain the private key, password, account, or other security information from any other user;
- Attempts to access another user's Wallet, private key or other security information on any third-party site or services that provide access to such user's Wallet or private key on our Services;
- Violates the security of any computer network, or cracks any passwords or security encryption codes; or
- Decompiles, reverse engineers, or otherwise attempts to obtain the source code or underlying ideas or information of or relating to the Services.

A violation of any of the foregoing is grounds for termination of your right to use or access the Services to the extent possible. However, in no event do we have the ability to access or suspend your access to your own Wallet, and you are entitled to use your Wallet on other services.

Your Responsibilities and Assumption of Risk

In order to be successfully completed, any transaction created with or sent to your Wallet using our Services must be confirmed and recorded on Blockchain Technologies associated with a relevant Virtual Assets. **In addition, if you are a winner of any Auction conducted with our Services, you must subsequently submit a confirmation transaction to be recorded on Blockchain Technologies in order to claim any Virtual Assets won as a part of that Auction, otherwise, such Virtual Assets may be rendered inaccessible and lose all value after a certain period of time (which length of time may vary according to each Auction's rules). Further, the seller of the Virtual Asset in the Auction is ultimately responsible for accepting or denying Auction winner transactions and RARA cannot assist you in resolving any Auction related transactions.**

RARA has no control over any Blockchain Technologies or Virtual Assets and therefore cannot and does not ensure that any transaction details you submit or receive via our Services will be confirmed on the relevant Blockchain Technology and does not have the ability to facilitate any cancellation or modification requests. In addition, certain Auctions may involve complex financial transactions that entail a high degree of risk, and RARA cannot assist with any financial or technical advice with these transactions.

By using our Services, you acknowledge and accept that there are substantial risks associating with Virtual Assets and transactions over emerging Blockchain Technologies. Specifically, you agree and understand that:

1. **You: (a) have the necessary technical expertise and ability to review and evaluate the security, integrity and operation of your Wallet; (b) have the knowledge, experience, understanding, professional advice and information to make your own evaluation of the merits, risks and applicable compliance requirements under applicable laws of any use of your Wallet and our Services; (c) know, understand and accept the risks associated with your Wallet and the use of our Services; and (d) accept the risks associated with Virtual Assets and Blockchain Technology generally, and are responsible for conducting your own independent analysis of the risks specific to any particular Virtual Assets or Blockchain Technology. You further assume and agree that RARA will have no responsibility or liability for, such risks. You hereby irrevocably waive, release and discharge all claims, whether known or unknown to you, against RARA, its affiliates and their respective shareholders, members, directors, officers, employees, agents and representatives related to any of the risks set forth in these Terms.**
2. You take responsibility for all activities and transactions that occur in connection with your use of our Services and your Wallet and accept all risks and consequences of your use of our Services and any authorized or unauthorized access to your Wallet, to the maximum extent permitted by law.
3. Virtual Assets are emerging asset classes. RARA makes no warranties as to the markets in which the Virtual Assets are transferred, purchased and traded.
4. You acknowledge and accept that the loss or destruction of a hardware device you have used our Services on or installed the App to may compromise the security of your Wallet and Virtual Assets and may result in loss of Virtual Assets.
5. Auction bids and transaction details you submit via the Services may not be completed, or may be substantially delayed, by the owner of the NFT or relevant Blockchain Technology used to process the transaction, and RARA takes no responsibility for the failure of a transaction to be confirmed or processed the owner of the NFT or as expected on Blockchain Technology.
6. There are no warranties or guarantees that a transfer initiated on the Services will successfully transfer title or right in any Virtual Assets.
7. Unless explicitly agreed in writing, RARA is not a counterparty or participant to any transaction you make using our Services. Further, once transaction details have been submitted to Blockchain Technology, RARA cannot assist you to cancel or otherwise modify your transaction or transaction details.
8. As a software provider, RARA is not regulated by any federal or state regulatory agency and is not subject to the examination or reporting requirements of any such agencies.
9. The application of existing legal and regulatory requirements to Virtual Assets, and our Services is developing and evolving. RARA may rely on advice of counsel concerning the application of existing and new legal and regulatory requirements to its activities, which advice may require us to make sudden changes to our Services.
10. RARA does not assume responsibility for any inherent risks associated with Blockchain Technology, including, but not limited to, design or implementation flaws that affect the operation of any specific Blockchain Technology. Furthermore, RARA does not assume responsibility for any issues relating to the continuing viability of Blockchain Technology, including, but not limited to, the ability to retain the technical expertise required to support Blockchain Technology or the performance of Blockchain Technology with respect to transaction times.
11. RARA makes no guarantee as to the functionality of any Blockchain Technology, which could, among other things, lead to delays, conflicts of interest, or operational decisions by third parties that are unfavorable to certain owners of Virtual Assets, or lead to your inability to complete a

transaction using our Services. You acknowledge and accept that the protocols governing the operation of Blockchain Technology may be subject to sudden changes in operating rules which may materially alter Blockchain Technology, affect the value and function of Virtual Assets evidenced on that Blockchain Technology or otherwise render you unable to conduct or complete transactions using our Services.

12. RARA does not assume responsibility for fundamental advancements in cryptography which could render inoperative the current cryptography algorithms utilized by Blockchain Technology supporting a specific Virtual Assets.
13. RARA makes no guarantee as to the security of any Blockchain Technologies. RARA is not liable for any hacks, double spending, stolen Virtual Assets, or any other attacks on Blockchain Technology, including, but not limited to, majority attacks in which a nation-state or other party with sufficient computing power is able to control and manipulate the records of Blockchain Technology.
14. RARA is not liable for any hacks or malicious attempts or phishing scams to obtain access to your Wallet via your web browser or hardware devices. You alone are responsible for ensuring that you do not provide your security information to any other person and or entity.
15. RARA is not responsible for any illegal activity or use of Virtual Assets through our Services or for any illegal transfers requested or authorized with your Wallet using our Services.

What are my rights in the Services?

The materials displayed or performed or available on or through the Services, including, but not limited to, text, graphics, data, articles, photos, images, illustrations, and so forth (all of the foregoing, the “**Content**”) are protected by copyright and/or other intellectual property laws. You promise to abide by all copyright notices, trademark rules, information, and restrictions contained in any Content you access through the Services, and you won’t use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell, commercialize or otherwise exploit for any purpose any Content not owned by you, (i) without the prior consent of the owner of that Content or (ii) in a way that violates someone else’s (including RARA’s) rights. You are the sole owner of the Virtual Assets in your Wallet and may elect to extract your private key or otherwise transfer your Virtual Assets to another Wallet or platform.

You understand that, except with respect to (i) any open source software or (ii) third-party software or Content that the Services incorporate, RARA owns the Services, including all technology or Content (including all intellectual property rights subsisting therein), and hereby grants you a limited, revocable, transferable, license to access and use those portions of the Services that are proprietary to RARA. You acknowledge that the Services may use, incorporate or link to certain open-source components and that your use of the Services is subject to, and you will comply with any, applicable open-source licenses that govern any such open-source components (collectively, “**Open-Source Licenses**”). Without limiting the generality of the foregoing, you may not: (a) modify, publish, transmit, participate in the transfer or sale of, reproduce (except as expressly provided in this Section), create derivative works based on, or otherwise use the Services in a manner that violates the licenses granted in these Terms or any other Open-Source Licenses.

Any of RARA’s product or service names, logos, and other marks used as a part of the Services, including RARA’s name and logo are trademarks owned by RARA, its affiliates or its applicable licensors. You may not copy, imitate or use them without RARA’s (or the applicable licensor’s) prior written consent.

Who is responsible for what I see and do on the Services?

Any third-party goods or services, information or content publicly posted or privately transmitted or made available through the Services including, but not limited to, Community related goods, services, information, and content, is the sole responsibility of the person from whom such goods, services or content originated, and you obtain such goods or services and access all such information and content at your own risk, and we aren't liable for any errors or omissions or for any damages or loss you might suffer in connection with it. We cannot control and have no duty to take any action regarding how you may interpret and use the Content or what actions you may take as a result of having been exposed to the Content, and you hereby release us from all liability for you having acquired or not acquired Content through the Services. We can't guarantee the identity of any users with whom you interact in using the Services and are not responsible for which users gain access to the Services. For avoidance of doubt, this paragraph and section applies Auctions held by Communities and other third-parties.

You are responsible for all Content you contribute, in any manner, to the Services, and you represent and warrant you have all rights necessary to do so, in the manner in which you contribute it. You are also responsible for all your activity in connection with your use of the Services. For the avoidance of doubt, this means that, to the extent you are offering an asset through an Auction, you are representing and warranting that you have all legal rights to offer such Virtual Asset through an Auction. In addition, if you are a developer or moderator of a Community or social platform that integrates our Bot or other Services, you represent and warrant that you have all requisite authority to integrate our Bot and other Services into the channel or venue you integrate the Bot into, and that any data collected, processed or otherwise interacted with by integrating our Bot or Services adheres to all applicable privacy laws and regulations.

The Services may contain links or connections to third party websites or services that are not owned or controlled by RARA, including, but not limited to, platforms, such as OpenSea, Telegram, or Discord. In other cases, third party websites or services may integrate with our Services. When you access third party websites or use third party services, you accept that there are risks in doing so, and that RARA is not responsible for such risks. We encourage you to be aware when you leave the Services and to read the terms and conditions and privacy policy of each third-party website or service that you visit or utilize, as your use of those services is subject to those terms and policies in addition to our Terms. Discord's terms of service and privacy policy can be found at <https://discord.com/terms> and <https://discord.com/privacy>.

RARA has no control over, and assumes no responsibility for, the content, accuracy, privacy policies, or practices of or opinions expressed by a Community, in any third-party websites, or by any third party that you interact with through the Services. In addition, RARA will not and cannot monitor, verify, censor or edit the content of any third-party site or service. By using the Services, you release and hold us harmless from any and all liability arising from your use of any third-party website or service.

Your interactions with organizations and/or individuals found on or through the Services, including payment and delivery of goods or services, financial transactions, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organizations and/or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties. You agree that RARA shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings.

If there is a dispute between participants of the Services, between you and a Community, or between users and any third party, you agree that RARA is under no obligation to become involved. In the event that you have a dispute with one or more other users or Community(ies), you release RARA, its officers,

employees, agents, and successors from claims, demands, and damages of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and/or our Services. If you are a California resident, you shall and hereby do waive California Civil Code Section 1542, which says: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

Will RARA ever change the Services?

We're always trying to improve the Services, so they may change over time. We may suspend or discontinue any part of the Services, or we may introduce new features or impose limits on certain features or restrict access to parts or all of the Services. We reserve the right to remove any Content from the Services at any time, for any reason in our sole discretion, and without notice.

Do the Services cost anything?

Our Services are currently free, but we reserve the right to charge for certain or all Services in the future. We will notify you before any Services you are then using begin carrying a fee, and if you wish to continue using such Services, you must pay all applicable fees for such Services. Notwithstanding the foregoing, Communities or individuals conducting Auctions using our Services are entitled to charge fees for the assets they make available through the Auction, and such fees are wholly the discretion of such Community or individuals conducting the Auctions.

What if I want to stop using the Services?

You're free to do that at any time; please refer to our Privacy Policy to understand how we treat information you provide to us after you have stopped using our Services.

RARA is also free to terminate (or suspend access to) your use of the Services for any reason in our discretion, including your breach of these Terms. RARA has the sole right to decide whether you are in violation of any of the restrictions set forth in these Terms. If we suspend your use of the Services, you may continue to access your Wallet directly or through other services not hosted by us.

Provisions that, by their nature, should survive termination of these Terms shall survive termination. By way of example, all of the following will survive termination: any obligation you have to pay us (if applicable) or indemnify us, any limitations on our liability, any terms regarding ownership or intellectual property rights, and terms regarding disputes between us.

What else do I need to know?

Warranty Disclaimer. Neither RARA nor its licensors or suppliers make any representations or warranties concerning any Content contained in or accessed through the Services, including any Virtual Assets made available through any Auctions conducted by third parties, and we will not be responsible or liable for the accuracy, copyright compliance, legality, or decency of material contained in or accessed through the Services. We (and our licensors and suppliers) make no representations or warranties regarding suggestions or recommendations of services or products offered or purchased through the Services. Products and services purchased or offered (whether or not following such recommendations and suggestions) through the Services are provided "AS IS" and without any warranty of any kind from RARA or others (unless, with respect to such others only, provided expressly and unambiguously in

writing by a designated third party for a specific product). THE SERVICES AND CONTENT ARE PROVIDED BY RARA (AND ITS LICENSORS AND SUPPLIERS) ON AN “AS-IS” BASIS, WITHOUT WARRANTIES OR ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT (INCLUDING WITH RESPECT TO ANY VIRTUAL ASSETS MADE AVAILABLE THROUGH THE SERVICES), THAT USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THE SECURITY ASSOCIATED USE OF, OR TRANSMISSION OF INFORMATION THROUGH, THE SERVICES. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Limitation of Liability. RARA shall not be liable for any action taken or omitted by it pursuant to, or in connection with, these Terms except to the extent that a court of competent jurisdiction determines in a final and non-appealable judgment that RARA’s gross negligence or willful misconduct was the direct cause of any loss to you, and subject to the limitations set forth below.

Notwithstanding anything to the contrary in these Terms, RARA shall be under no obligation to inquire into and shall not be liable for any damages, other liabilities or harm to any person or entity relating to:

- the ownership, validity or genuineness of any Virtual Assets;
- the collectability, insurability, effectiveness, marketability or suitability of any Virtual Assets;
- Auctions conducted or attempted to be conducted using our Services;
- transactions you conduct or attempt to conduct using our Services; or
- losses, delays, failures, errors, interruptions or loss of data occurring directly or indirectly by reason of circumstances beyond RARA’s control, including without limitation: the failure of Blockchain Technology; acts of God; action or inaction of civil or military authority; public enemy; war; terrorism; riot; fire; flood; sabotage; epidemics or pandemics; labor disputes; civil commotion; interruption, loss or malfunction of utilities, transportation, computer or communications capabilities; insurrection; elements of nature; or non-performance by a third party.

Notwithstanding anything in these Terms to the contrary, TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) SHALL RARA (OR ITS LICENSORS OR SUPPLIERS) BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, OR (B) ANY AMOUNT, IN THE AGGREGATE, IN EXCESS OF THE GREATER OF (I) \$100.00 OR (II) THE AMOUNTS PAID BY YOU TO RARA IN CONNECTION WITH THE SERVICES IN THE TWELVE (12) MONTH PERIOD PRECEDING THIS APPLICABLE CLAIM, OR (C) ANY MATTER BEYOND OUR REASONABLE CONTROL. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU.

Indemnity. To the fullest extent allowed by applicable law, You agree to indemnify and hold RARA, its affiliates, officers, agents, employees, and partners harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys’ fees) arising from or in any way related to any third party claims relating to (a) your use of the Services (including any actions taken by a third party using your Wallet), and (b) your violation of these Terms or applicable law.

In the event of such a claim, suit, or action (“***Claim***”), we will attempt to provide notice of the Claim to any contact information we have for you, if applicable (provided that failure to deliver such notice shall not eliminate or reduce your indemnification obligations hereunder).

Assignment. You may not assign, delegate or transfer these Terms or your rights or obligations hereunder, in any way (by operation of law or otherwise) without RARA’s prior written consent. We may transfer, assign, or delegate these Terms and our rights and obligations without consent.

Choice of Law; Arbitration. These Terms are governed by and will be construed under the laws of the State of Texas, without regard to the conflicts of laws provisions thereof. Any dispute arising from or relating to the subject matter of these Terms shall be finally settled in Travis County, Texas, in English, in accordance with the Streamlined Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. (“***JAMS***”) then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of JAMS arbitrators in accordance with such Rules. Judgment upon the award rendered by such arbitrator may be entered in any court of competent jurisdiction. Notwithstanding the foregoing obligation to arbitrate disputes, each party shall have the right to pursue injunctive or other equitable relief at any time, from any court of competent jurisdiction. For all purposes of this Agreement, the parties consent to exclusive jurisdiction and venue in the state or federal courts located in, respectively, Travis County, Texas, or the Western District of Texas. **Any arbitration under these Terms will take place on an individual basis: class arbitrations and class actions are not permitted. YOU UNDERSTAND AND AGREE THAT BY ENTERING INTO THESE TERMS, YOU AND RARA ARE EACH WAIVING THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.**

Reporting Suspected Vulnerabilities. If you would like to report a vulnerability or have a security concern regarding our Interface, App, or other aspects of our Services, please e-mail chat@rara.social.

Miscellaneous. You will be responsible for paying, withholding, filing, and reporting all taxes, duties, and other governmental assessments associated with your activity in connection with the Services, provided that RARA may, in its sole discretion, do any of the foregoing on your behalf or for itself as it sees fit. The failure of either you or us to exercise, in any way, any right herein shall not be deemed a waiver of any further rights hereunder. If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated, to the minimum extent necessary, so that these Terms shall otherwise remain in full force and effect and enforceable. You and RARA agree that these Terms are the complete and exclusive statement of the mutual understanding between you and RARA, and that it supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of these Terms. You hereby acknowledge and agree that you are not an employee, agent, partner, or joint venture of RARA, and you do not have any authority of any kind to bind RARA in any respect whatsoever.