

Rnker
TERMS & CONDITIONS

THESE TERMS & CONDITIONS TO BE READ IN CONJUNCTION WITH THE PRIVATE POLICY OF THIS APPLICATION "Rnker", AS MAY BE AMENDED FROM TIME TO TIME.

The application and its contents are owned by Rnker ("**Rnker**"). Rnker mobile application and its contents is hereinafter referred to as the "**Application**" or "**Rnker**".

PLEASE READ THIS SECTION CAREFULLY BEFORE ACCESSING OR USING THE APPLICATION. BY ACCESSING OR USING THE APPLICATION, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH BELOW AND THE DISCLAIMER SET FORTH BELOW. IF YOU ARE NOT WILLING TO BE BOUND BY THESE TERMS AND CONDITIONS AND DISCLAIMER, YOU MAY NOT ACCESS OR USE THE APPLICATION. WE MAY MODIFY THIS SECTION AT ANY TIME, AND SUCH MODIFICATIONS SHALL BE EFFECTIVE IMMEDIATELY UPON EITHER POSTING OF THE MODIFIED SECTION OR NOTIFYING YOU. YOU AGREE TO REVIEW THIS SECTION PERIODICALLY TO BE AWARE OF SUCH MODIFICATIONS AND YOUR CONTINUED ACCESS OR USE OF THE APPLICATION SHALL BE DEEMED YOUR CONCLUSIVE ACCEPTANCE OF THE MODIFIED SECTION.

1. Definitions

"**You\Customer**" means the user of the Application, taking into account all expressions leading thereto. "we/us" means Rnker and takes into consideration all expressions leading thereto.

"**Application**" means the application of Rnker, which can be accessed and used by smart devices. Rnker is an electronic platform capable of calculating potential future ranking and predict, on reasonable-endeavors basis, the draw sheet of certain Taekwondo championships according to and based on the monthly ranking in Taekwondo ("TKD").

"**Service**" is the service contemplated to the Application.

"**Content**" means any educational material, comments, messages, data, information, text, music, sound, image, graphic, video, code or other material that is transmitted to or displayed on the Application or through a third-party Application.

The Service is available to customers having the legal age to enter into a binding contract with Rnker and that you will comply with all legal requirements and consequences in this regard. If your age is not commensurate with these legal requirements referred to in this paragraph, you may not access or use the Application.

2. Use of our Application

Please read the following Application Terms and Conditions, which relate to information regarding general use of our Application. By using our Application, you are agreeing to these Terms and Conditions whether as a guest or registered user. By using our Application or Application, you are indicating you accept these terms of use and that you agree to abide by them. From time to time we may change these Terms and Conditions and will post revisions on this Application. We recommend that you read these Terms and Conditions as well as the Private Policy prior to using our Application and thereafter regularly review any changes and you are responsible for doing so.

If you have purchased a licence, subscription or otherwise entered into an agreement with us, you will also be governed by the terms of that agreement, which shall prevail in the event of a conflict.

The Customer hereby represents and warrants the correctness and accuracy of all the information and data entered into the Application for the purpose of the registration process. Notwithstanding the foregoing, in no event Rnker will be responsible or liable for any misrepresentation of any of the customers, Rnker shall be not be liable for any damage, prejudice or loss caused by the misrepresentation of the Customers.

RNKER, ITS OWNERS AND OPERATORS DO NOT GUARANTEE UNDER ANY CIRCUMSTANCES THE ACCURACY, EFFICIENCY AND/OR THE APPLICABILITY OF ANY INFORMATION, CALCULATIONS OR RESULTS – UNDER ANY NATURE – GENERATED OR PREDICTED BY THIS APPLICATION IN RELATION TO THE CONCERNED TKD CHAMPIONSHIPS.

The Application is reserved mainly for the TKD Customers.

The Application currently contains the Olympic rankings of the qualified Taekwondo players to Tokyo Olympic games.

3. Service Fees

The currency used in Services is the USD. The prices of the subscription will be determined in the relevant section in the Application as may be amended from the time to time, and by purchasing a subscription package from our Application you are accepting the fees and acknowledge that such consideration is fair, adequate and sufficient.

4. Privacy

Use of the data that you provide us, or which is collected by use on our Application, is governed by our Privacy Policy [<https://github.com/rnker/Rnker>]. By using our Application, you consent to such processing.

5. Access to Application

We try to ensure that Application availability is uninterrupted and that transmissions will be error-free. However, we cannot, guarantee that your access will not be suspended or restricted from time to time, including to allow for repairs, maintenance or the introduction of new facilities or services. We of course try to limit the frequency and duration of any suspension or restriction.

6. Accounts and passwords

If you have registered or subscribed to the Application, any user identification code or password must be kept confidential and used only by you (unless agreed in writing with Rnker). We have the right to disable any user identification code or password whether chosen by you or allocated by us at any time if in our option you have failed to comply with any of the provisions of these terms of use. You agree to notify Rnker immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session.

7. Intellectual property rights

The content, layout, design, data, databases and graphics on this Application are protected by the Intellectual Property Law within all the applicable jurisdictions where the Services are

being received. Unless expressly permitted in writing in a licence agreement, no part of the Application may be reproduced, stored in any medium, including but not limited to a retrieval system or transmitted, in any form or by any means (electronic, mechanical, photocopying, recording, broadcasting) nor, shown in public other than by Rnker, which you may download and store for your personal, non-commercial use only.

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The trademarks and logos which are displayed on the Application are the trademarks of the Rnker and its licensors. Any use including framing, metatags or other text utilising the Rnker trademarks or other trademarks displayed, is strictly prohibited without our (or our licensor's) express written consent.

8. Limitation of Liability

To the fullest extent permitted by law, Rnker expressly excludes:

- (i) all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity;
- (ii) any liability caused by a force majeure event;
- (iii) any obligation of effectiveness or accuracy; and
- (iv) save for the wilful misconduct or the gross negligence, any liability for any direct, indirect or consequential loss or damage incurred by you in connection with this Terms and Conditions, including by your use or inability to use any information on our Application or within any course subscribed to, via any Application linked to our Application(s) and any material posted on it, including without limitation any liability for loss of income or revenue, loss of business, loss of profits or contracts anticipated savings, loss of data, loss of goodwill, wasted time and for any other loss or damage of any kind, howsoever and whether caused by tort including negligence, by breach of contract or otherwise, even if foreseeable.

9. Your conduct

You must not use the Application in any way that causes or is likely to cause the Application or access to it to be interrupted, damaged or impaired in any way. You understand that you are solely responsible for all electronic communications and contents sent from your computer to us. You must use the Application for lawful purposes only.

Additionally, you agree not to:

- Use the Application in any manner that could disable, overburden, damage, or impair the Application or interfere with any other party's use of the Application, including their ability to engage in real time activities through the Application.

- Use any robot, spider or other automatic device, process or means to access the Application for any purpose, including monitoring or copying any of the material on the Application.
- Use any manual process to monitor or copy any of the material on the Application or for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Application.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Application, the server on which the Application is stored, or any server, computer or database connected to the Application.
- Impersonate or attempt to impersonate Rnker, another user or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing).
- Attack the Application via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Application.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Application. YOU WAIVE AND HOLD HARMLESS RNKER, OWNERS, OPERATORS, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

10. Content Standards

These Application Terms and Conditions permit you to use the Application for your personal, non-commercial use only. You must not use the Application for any of the following:

- For fraudulent purposes or in connection with a criminal offence or otherwise carry out any unlawful activity, including violations of applicable national, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from Egypt or other countries).
- To send, use or re-use any material that is illegal, offensive, abusive, indecent, harmful, defamatory, obscene or menacing, racist, abusive, threatening, defamatory, invasive of privacy, in breach of confidence, infringes any intellectual property rights, or is otherwise injurious to third parties; or objectionable; or which consists of or contains software viruses, trojan horses, worms, time bombs, logic bombs, keystroke loggers, spyware, adware or any other harmful or similar computer code designed to adversely affect the operation of any computer software or hardware, political campaigning, commercial solicitation, chain letters, mass mailings or any spam.
- To cause annoyance, inconvenience or needless anxiety.
- To impersonate any third party or otherwise mislead as to the origin of your content.
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- To send, knowingly receive, upload, download, use or re-use any material which

does not comply with these Content Standards.

- To reproduce, duplicate, copy or resell any part of our Application in contravention with these terms of use or any other agreement with Rnker.
- To infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.

11. Linking to the Application and Social Media Features

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our prior express written consent.

This Application may provide certain social media features that enable you to:

- Link from your own or certain third-party Applications to certain content on this Application.
- Send e-mails or other communications with certain content, or links to certain content, on this Application.
- Cause limited portions of content on this Application to be displayed or appear to be displayed on your own or certain third-party Applications.

You may use these features solely as they are provided by us, and solely with respect to the content they are displayed with and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any Application that is not owned by you.
- Cause the Application or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other Application.
- Link to any part of the Application other than the homepage.
- Otherwise take any action with respect to the materials on this Application that is inconsistent with any other provision of these terms of use.

The Application from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in these terms of use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice. Additionally, we may disable all or any social media features and any links at any time without notice in our discretion.

12. Indemnification

The Customer hereby undertakes to immediately indemnify Rnker, its owners, operators and licensees against and for any loss, harm, claims, obligations, expenses (including legal costs and attorney fees) caused by your default to our Terms and Conditions or any other damage that may be caused by your misuse of the Application.

13. Governing law and jurisdiction

To the fullest extent permitted by law, these terms shall be governed and construed in accordance with the laws of the England and Wales and the courts of Egypt shall have

exclusive jurisdiction.

14. Disclaimers

We try and ensure our Application are available for use 24 hours per day, 7 days per week other than for a small period for scheduled down time, however we do not warrant that at other time our Application will be available.

THE APPLICATION AND ALL INFORMATION CONTAINED HEREIN IS PROVIDED "AS IS" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. RNKER MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING THE ACCURACY OR COMPLETENESS OF THE INFORMATION. RNKER ASSUMES NO RESPONSIBILITY FOR ERRORS OR OMISSIONS IN THIS PUBLICATION OR OTHER DOCUMENTS WHICH ARE REFERENCED BY OR LINKED TO THIS APPLICATION. INFORMATION CONTAINED HEREIN IS SUBJECT TO CHANGE WITHOUT NOTICE.

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