

REVINATE WEBSITE TERMS OF USE

These Terms of Use are entered into by and between you and Revinate, LLC and its affiliates (collectively hereinafter, “Revinate,” “us,” “we,” or “our”). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these “Terms of Use”) govern your access to and use of www.revinate.com (the “website”), including, but not limited to, all information, documents, communications, files, text, and graphics available through the website (collectively the “materials”), and any products or services offered or operated by Revinate through the website (collectively the “services”). By accessing or using the website in any way, including, without limitation, use of any of the services, downloading any of the materials, or merely browsing the website (collectively your “website use”), you agree to be bound by these Terms of Use. These Terms of Use affect your legal rights and obligations. If you do not agree to be bound by all of these Terms of Use, do not access or use the website.

Changes to Terms of Use: Revinate reserves the right to amend or update these Terms of Use at any time with or without notice to you, and may also add new features or functionality to, or change or remove existing features or functionality from, the website that will be subject to the Terms of Use. Any website use after any changes are made will be deemed to be in agreement with such changes.

Intellectual Property: The materials and services on the website, as a whole or in part, including any trademarks, logos, service marks, sounds, images, and text displayed on the website (collectively the “Revinate content”) are owned, controlled, or licensed by Revinate, and are protected by copyright, trademark, patent, and/or other intellectual property laws. Any unauthorized use of the Revinate content may violate such laws and the Terms of Use. Unless expressly stated otherwise, no right, title, or interest in any Revinate content is granted or transferred to you as a result of your website use, and you may not reproduce, publish, transmit, distribute, display, modify, create derivative works from, sell, or participate in any sale of, or exploit in any way, any of the Revinate content. Unauthorized use of the Revinate content is expressly prohibited by law and may result in severe civil and criminal penalties.

Use of the Materials and Services: Except as stated to the contrary on the website, permission to download, use, and print materials (e.g., white papers, press releases, datasheets, FAQs, etc.) is granted subject to the following conditions: (i) the materials may be used solely for non-commercial or internal business purposes; (ii) the materials may not be modified or altered in any way; (iii) you may not create derivative works from the materials available through the website; (iv) the materials may not be distributed or sold, rented, leased, transferred, or licensed to others; (v) you may not remove any copyright or other proprietary notices contained in the materials; and (vi) Revinate reserves the right to revoke this authorization to view, download, and print the materials available on the website at any time, and any such use shall be discontinued immediately upon notice from Revinate. When using the services, you shall be subject to any posted guidelines, rules, or licenses applicable to such services in addition to these Terms of Use.

User Conduct while Using the Website:

1. To access the website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your website use that all the information you provide on the website is correct, current, and complete. You agree that all information you provide to register with this website or otherwise, including but not limited to through the use of any interactive features on the website, is governed by our Website Privacy Policy and you consent to all actions we take with respect to your information consistent with our privacy policy.

2. We welcome your comments and feedback regarding your website use. We do not, however, accept confidential or proprietary information. Thus, all comments, feedback, ideas, suggestions, materials, information, and other submissions disclosed, submitted or offered to Revinate (collectively, “Comments”) are not confidential, and your disclosure, submission, or offer of any Comments will constitute an assignment to Revinate of all worldwide rights, titles, and interests, and goodwill in the Comments without payment of any compensation. Additionally, Comments submitted by you must not violate any right of any third party, and must not contain any libelous, abusive, obscene, or otherwise unlawful material. Revinate

reserves the right to remove any Comments for any reason, without prior notice. Notwithstanding the foregoing, Revinate does not have any obligation to prescreen, monitor, edit, or remove any Comments. If your Comments violate these Terms of Use, you may bear legal responsibility for such Comments.

3. You agree you will not sell, transfer, license or assign your account, username, or any account rights (collectively your "Account"), if applicable to your website use. Revinate prohibits the creation of, and you agree that you will not create, an account for anyone other than yourself. You also represent that, with respect to your Account, all information you provide(d) to Revinate upon registration and at all other times will be true, accurate, current, complete, and confidential, and you agree to update your information as necessary to maintain its truth, accuracy, and confidentiality.

4. You agree that you will not solicit, collect or use the login credentials or other confidential account information of other website users.

5. You are responsible for keeping your Account password secret and secure.

6. You must not defame, stalk, bully, abuse, harass, threaten, impersonate or intimidate people or entities and you must not post private or confidential information via the website, including, without limitation, your or any other person's credit card information, social security or alternate national identity numbers, non-public phone numbers or non-public email addresses.

7. You may not use the website for any illegal or unauthorized purpose. You agree to comply with all laws, rules and regulations (for example, federal, state, local and provincial) applicable to your website use and your Comments, including but not limited to, copyright laws.

8. You must not change, modify, adapt or alter the website or change, modify or alter another website so as to falsely imply that it is associated with the website or Revinate.

9. You must not create or submit unwanted email, comments or other forms of commercial or harassing communications (a/k/a "spam") to any website users.

10. You must not use domain names or web URLs in your username, if applicable, without prior written consent from Revinate.

11. You must not interfere or disrupt the website or servers or networks connected to the website, including by transmitting any worms, viruses, spyware, malware or any other code of a destructive or disruptive nature. You may not inject content or code or otherwise alter or interfere with the way any website page is rendered or displayed in a user's browser or device.

12. You must not use the website to create an account through unauthorized means, including but not limited to, by using an automated device, script, bot, spider, crawler or scraper.

13. You must not attempt to restrict another user from using or enjoying the website, and you must not encourage or facilitate violations of these Terms of Use.

14. Revinate may, but is not obligated to, monitor or review (i) any areas on the website where users transmit or post content ("user content"). Revinate reserves the right, in its sole discretion, to delete or remove user content from the website and to restrict, suspend, or terminate access to all or part of the website. Notwithstanding the foregoing, Revinate does not control or endorse user content found on the website. Therefore, to the maximum extent permitted by law, Revinate will have no liability related to user content arising under the laws of copyright, libel, privacy, obscenity, or otherwise. Revinate further disclaims all liability with respect to the misuse, loss, modification, or unavailability of any user content.

15. Violation of these Terms of Use may, in Revinate's sole discretion, result in termination of your website use. You understand and agree that Revinate cannot and will not be responsible for any user content, and your use of the website is at your own risk. If you violate the letter or spirit of these Terms of Use, or

otherwise create risk or possible legal exposure for Revinate, we can stop providing you with access to all or part of the website.

General Conditions:

1. We reserve the right to modify or terminate your website use, or any portion thereof, for any reason, without notice, at any time, and without liability to you. You can request deactivation of your Account by emailing us at legal@revinate.com. If we terminate your website use or you request that we deactivate your account, your photos, comments, and all other data may no longer be accessible through your account.
2. Upon termination, all licenses and other rights granted to you in these Terms of Use will immediately cease.
3. We reserve the right to refuse use of the website to anyone for any reason at any time.
4. We reserve the right to force forfeiture of any username for any reason.

Linked Sites: The website may include links to other internet sites maintained by third parties ("Linked Sites"). Revinate provides Linked Sites to You solely as a convenience, and the inclusion of Linked Sites does not imply endorsement by Revinate of such Linked Sites. You access Linked Sites at your own risk and by accessing them, you may leave the website. Linked Sites are not under the control of Revinate and Revinate is not responsible for the contents of any Linked Sites.

WARRANTIES AND DISCLAIMERS:

THIS WEBSITE, AND ALL MATERIALS AND SERVICES ACCESSIBLE THROUGH THIS WEBSITE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTY OF NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, REVINATE MAKES NO WARRANTY THAT (i) THE WEBSITE OR YOUR WEBSITE USE WILL MEET YOUR REQUIREMENTS; (ii) THE WEBSITE OR YOUR WEBSITE USE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; (iii) THE RESULTS THAT MAY BE OBTAINED FROM YOUR WEBSITE USE WILL BE EFFECTIVE, ACCURATE, OR RELIABLE; (iv) THE QUALITY OF ANY SERVICES, OR MATERIALS ACCESSIBLE BY YOU THROUGH THE WEBSITE WILL MEET YOUR EXPECTATIONS; AND (v) ANY DEFECTS IN THE WEBSITE, ITS SERVICES OR MATERIALS, WILL BE CORRECTED. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU TO THE EXTENT SUCH JURISDICTION'S LAW IS APPLICABLE TO YOU AND THESE TERMS OF USE.

THE WEBSITE COULD INCLUDE TECHNICAL OR OTHER MISTAKES, INACCURACIES, OR TYPOGRAPHICAL ERRORS.

YOU UNDERSTAND AND ACKNOWLEDGE THAT (i) REVINATE DOES NOT CONTROL, ENDORSE, OR ACCEPT RESPONSIBILITY FOR ANY CONTENT, PRODUCTS, OR SERVICES OFFERED BY THIRD PARTIES THROUGH THE WEBSITE, INCLUDING, WITHOUT LIMITATION, THIRD PARTY VENDORS AND THIRD PARTIES ACCESSIBLE THROUGH LINKED SITES; (ii) REVINATE MAKES NO REPRESENTATION OR WARRANTIES WHATSOEVER ABOUT ANY SUCH THIRD PARTIES, THEIR CONTENT, PRODUCTS, OR SERVICES; (iii) ANY DEALINGS YOU MAY HAVE WITH SUCH THIRD PARTIES ARE AT YOUR OWN RISK; AND (iv) REVINATE SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY CONTENT, PRODUCTS, OR SERVICES OFFERED BY THIRD PARTIES.

YOUR WEBSITE USE IS DONE AT YOUR OWN DISCRETION AND RISK AND WITH YOUR AGREEMENT THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, LOSS OF DATA, OR OTHER HARM THAT RESULTS FROM YOUR WEBSITE USE. REVINATE ASSUMES NO LIABILITY FOR ANY COMPUTER VIRUS OR OTHER SIMILAR SOFTWARE

CODE THAT IS DOWNLOADED TO YOUR COMPUTER FROM THE WEBSITE OR IN CONNECTION WITH YOUR WEBSITE USE.

LIMITATION OF LIABILITY: IN NO EVENT SHALL REVINATE, ITS AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS, OR SUPPLIERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE, DATA, OR PROFITS, WHETHER OR NOT REVINATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH YOUR WEBSITE USE, THE STATEMENTS OR ACTIONS OF ANY THIRD PARTY ON OR THROUGH THE WEBSITE, ANY DEALINGS WITH VENDORS OR OTHER THIRD PARTIES, ANY UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, ANY INFORMATION THAT IS SENT OR RECEIVED OR NOT SENT OR RECEIVED, ANY FAILURE TO STORE OR LOSS OF DATA, FILES, OR OTHER CONTENT, ANY SERVICES AVAILABLE THROUGH THE SITE THAT ARE DELAYED OR INTERRUPTED, OR ANY WEB SITE REFERENCED OR LINKED TO FROM THE WEBSITE.

Indemnification: You agree to defend (at Revinate's request), indemnify and hold Revinate harmless from and against any claims, liabilities, damages, losses, and expenses, including without limitation, reasonable attorney's fees and costs, arising out of or in any way connected with any of the following (including as a result of your direct activities in connection with your website use or those conducted on your behalf): (i) your content or Comments or your website use; (ii) your breach or alleged breach of these Terms of Use; (iii) your violation of any third-party right, including without limitation, any intellectual property right, publicity, confidentiality, property or privacy right; (iv) your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental and quasi-governmental authorities, including, without limitation, all regulatory, administrative and legislative authorities; or (v) any misrepresentation made by you. You will cooperate as fully required by Revinate in the defense of any claim. Revinate reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you, and you will not in any event settle any claim without the prior written consent of Revinate.

Disputes:

ARBITRATION NOTICE: YOU AGREE THAT DISPUTES BETWEEN YOU AND REVINATE WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

We are ready to assist you and address your concerns: email legal@revinate.com

You and Revinate unconditionally agree that all disputes between you and Revinate (whether or not such dispute involves a third party) with regard to your relationship with Revinate will be resolved via arbitration and you and Revinate each hereby expressly waive trial by jury. Without limiting the foregoing, should a dispute arise regarding these Terms of Use, your use of the Revinate website and/or your rights of privacy and/or publicity, you and Revinate each agree to resolve such dispute by binding, individual arbitration under the General Arbitration Rules & Procedures of JAMS; provided, however, that Revinate reserves the right to require that any claim by you be combined and conducted under the JAMS Mass Arbitration Procedures and Guidelines where there are seventy-five (75) or more arbitration demands pending against Revinate that are similar to the demand for arbitration submitted by you. Prior to initiating arbitration, you agree to first commence a formal dispute proceeding by completing and submitting an Initial Dispute Notice which can be found here. The party(ies) named in your Initial Dispute Notice (collectively, the "Named Parties") may choose to provide you with a final written settlement offer after receiving your Initial Dispute Notice ("Final Settlement Offer"). If the applicable Named Party(ies) provide(s) you with a Final Settlement Offer and you do not accept it, or such Named Party(ies) cannot otherwise satisfactorily resolve your dispute and you wish to proceed, you must submit your dispute for resolution by arbitration before JAMS by filing a separate Demand for Arbitration, which is available here. For claims of Ten Thousand Dollars (\$10,000.00) or less, you can choose whether the arbitration proceeds in person, by telephone or based only on submissions. If the arbitrator awards you relief that is greater than the applicable Final Settlement Offer,

then the Named Party(ies) will pay all filing, administration and arbitrator fees associated with the arbitration and, if you retained an attorney to represent you in connection with the arbitration, the Named Party(ies) will reimburse any reasonable attorneys' fees that your attorney accrued for investigating, preparing and pursuing the claim in arbitration. Although the Named Party(ies) may have a right to an award of attorneys' fees and expenses if Named Party(ies) prevail(s) in arbitration, the Named Party(ies) will not seek such an award from you unless the arbitrator determines that your claim was frivolous.

To the extent permitted by law, you agree that you may bring claims only on your own behalf. Neither you nor Revinate will participate in a class action for any claims covered by this section. Both you and Revinate agree to the entry of injunctive relief to stop such a lawsuit or to remove such party as a participant in the suit. You also agree not to participate in claims brought in a private attorney general or representative capacity, or consolidated claims involving another person's account, if Revinate is a party to the proceeding. This provision preventing you and Revinate from bringing, joining or participating in class action lawsuits: (a) does not constitute a waiver of any party's rights or remedies to pursue a claim individually and not as a class action in binding arbitration as provided above; and (b) is an independent agreement.

This dispute resolution provision will be governed by the Federal Arbitration Act. In the event that JAMS is unwilling or unable to set a hearing date within one hundred and sixty (160) days of filing the case, then either Revinate or you can elect to have the arbitration administered instead by the American Arbitration Association. Any award rendered shall be final and conclusive to the parties and judgment on the award rendered by the arbitrator may be entered in any court having competent jurisdiction. Any provision of applicable law notwithstanding, the arbitrator will not have authority to award damages, remedies or awards that conflict with these Terms of Use. If the prohibition against class actions and other claims brought on behalf of third parties contained above is found to be unenforceable, then all of the preceding language in this section will be null and void. These dispute resolution provisions will survive the termination of your relationship with Revinate. Revinate reserves the right to change this dispute resolution provision at any time, but any such changes will not apply to disputes arising before the effective date of the amendment. You may opt-out of these dispute resolution provisions by providing written notice of its decision within thirty (30) days of the date that it first accesses the Revinate website.

Time Limitation on Claims: You agree that any claim you may have arising out of or related to your relationship with Revinate must be filed within one (1) year after such claim arose; otherwise, your claim is permanently barred. This provision expressly survives the termination of your relationship with Revinate.

Governing Law and Venue: The law applicable to the interpretation and construction of these Terms of Use shall be the Federal Arbitration Act, applicable federal laws, and the laws of California, USA, without regard to principles of conflict of laws, but subject to the Federal Arbitration Act and other federal law relating to the arbitrability of claims. You agree that all matters relating to your website use, including all disputes, will be governed by the laws of the United States and by the laws of California AND WILL SPECIFICALLY NOT BE GOVERNED BY THE UNITED NATIONS CONVENTIONS ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS, IF OTHERWISE APPLICABLE.

Severability: If any provision of these Terms of Use is held to be unlawful, void, or for any reason unenforceable during arbitration or by a court of competent jurisdiction, then that provision will be deemed severable from these Terms of Use and will not affect the validity and enforceability of any remaining provisions. Revinate's failure to insist upon or enforce strict performance of any provision of these Terms of Use will not be construed as a waiver of any provision or right. No waiver of any of these Terms of Use will be deemed a further or continuing waiver of such term or condition or any other term or condition.

Territorial Restrictions: The information provided within or in connection with your website use is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject Revinate to any registration requirement within such jurisdiction or country. We reserve the right to limit the availability of the website or any portion thereof, to any person, geographic area, or jurisdiction, at any time and in our sole discretion, and to limit the quantities of any materials, services, or other features that Revinate provides.

Privacy Policy:

Revinatē is committed to safeguarding your privacy while visiting the website. Our goal is to provide you with an internet experience that delivers the information, resources and services that are most relevant to your business requirements. To achieve this goal, part of the operation of the website includes the gathering of certain types of information about website users. Because we understand that your privacy is important, we wish to explain the types of information we gather and the way in which we use it.

This privacy policy covers two types of information gathered at the website, personal and aggregated. The term "Personal Information" refers to data you voluntarily provide in connection with your website use that identifies you and/or the company on whose behalf you are accessing and using the website. Personal Information includes, but may not be limited to, data submitted in connection with your website use, such as your name, e-mail address, phone number, company affiliation, physical address and/or certain other personal information. The term "aggregated data" refers to general information regarding visitors and users of the website that relates to your website use, e.g., traffic patterns, number of visits to certain pages, visits from other web sites or to Linked Sites, use of particular services and interest in services, information or features of the website or other parties made available through or found at the website.

What information is collected about you? How do we use it? We take the utmost care to ensure the Personal Information we obtain from you is used according to your preferences in compliance with applicable privacy laws and regulations. You may wish to submit an information request about our products or services, participate in one of our promotions, or subscribe to our e-mail or postal mail lists. In response, we may ask for information such as your name and postal address. In the event you opt to provide us with this information, we will only use it for the purpose for which you are opting to provide it, and you will always be given the option to opt-out if you choose not to participate in Revinatē's future marketing activities. In deciding whether or not to opt in, please note that we do not sell, rent or share any of your personal information with any party, including any third-party joint promoters, nor use it for unapproved commercial purposes, and all emails distributed to you will contain easy, online access to unsubscribe.

Use of Aggregated Data: From time to time, Revinatē may develop and offer new features and services for the website. As such, we monitor aggregated data regarding use of the website for marketing purposes, and to study, improve, and promote use of the website. In connection with such purposes, Revinatē may share aggregated data with third parties collectively and in an anonymous way. Disclosure of aggregated data does not reveal personal information about individual website users in any way that identifies who they are or how to contact them.

Exceptions to the Privacy Policy: Revinatē has two exceptions to these limits on use of personal information:

- (1) Revinatē may monitor and, when we believe in good faith that disclosure is required, disclose information to protect the security, property, assets and/or rights of Revinatē from unauthorized use, or misuse, of the website or anything found at the website;
- (2) Revinatē may disclose information when required by law; however, only to the extent necessary and in a manner that seeks to maintain the privacy of the individual.

Use of Cookies: To enable the website features, Revinatē may assign one or more "cookies" to your Internet browser. Cookies, among other things, speed navigation through the website, keep track of information so that you don't have to re-enter it each time you visit the website, and may provide you with customized content. A cookie is an internet mechanism composed of a small text file containing a unique identification number that permits a web server to send small pieces of information or text by means of your browser, and place them on your computer's hard drive for storage. This text lets the web server know if you have previously visited the web page. Cookies by themselves cannot be used to find out the identity of any user. We use cookies to collect and maintain aggregated data (such as the number of visitors) to help us see which areas are most popular with our users and improve and update the content on our website. We use this aggregated data only as explained in this privacy policy. We do not connect aggregated data to any name, address, or other identifying information.

Linked Sites: Revinate may provide links to a number of other web sites that we believe might offer you useful information regarding our products, services, or partners. However, those sites may not follow the same privacy policies as Revinate. Therefore, we are not responsible for the privacy policies or the actions of any third parties, including without limitation, any web site owners whose sites may be reached through the website, nor can we control the activities of those web sites. We urge you to contact the relevant parties controlling these sites or accessing their on-line policies for the relevant information about their data collection practices before submitting any personal information or other sensitive data.

Entire Agreement: If you are using the website on behalf of a legal entity, you represent that you are authorized to enter into an agreement on behalf of that legal entity. These Terms of Use constitute the entire agreement between You and Revinate with regard to your website use and govern your website use, superseding any prior agreements between You and Revinate with regard to your website use. You will not assign the Terms of Use or assign any rights or delegate any obligations hereunder, in whole or in part, whether voluntarily or by operation of law, without the prior written consent of Revinate. Any purported assignment or delegation by you without the appropriate prior written consent of Revinate will be null and void. Revinate may assign these Terms of Use or any rights hereunder without your consent. Neither the course of conduct between you and Revinate nor trade practice will act to modify the Terms of Use. These Terms of Use do not confer any third-party beneficiary rights.