

Terms of Service

PLEASE READ THE TERMS OF SERVICE ("TERMS") CAREFULLY BEFORE PURCHASING AND/OR USING SERVICES OR SOFTWARE FROM RAGIC. YOU CAN ACCEPT THIS TERMS EITHER BY CLICKING TO ACCEPT OR AGREE TO THE TERMS, OR BY EXECUTING AN ORDER FORM THAT REFERENCES THIS TERMS, YOU AGREE TO THE TERMS. IF YOU ACT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS TERMS ON BEHALF OF THAT ENTITY AND ITS AFFILIATES; IN WHICH CASE THE TERMS "YOU", "YOUR" OR "USER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, THEN YOU MUST NOT USE THE SERVICES OR SOFTWARE.

1. Services Provided by Ragic

1.1 Subject to the terms and conditions of the Terms of Service (including all policies linked to it), Ragic Corporation ("Ragic") or its subcontractors will provide Ragic, a web-based service that allows you to store, retrieve, organize and share data (the "Service"). You shall not attempt to access any other of Ragic's systems, programs or data that are not made available for public use.

1.2 You acknowledge and agree that the form and nature of the Services which Ragic provides may change or revise from time to time without prior notice to you. Ragic may limit without notice the maximum amount of storage space you have on Ragic at any time, as well as limiting the amount of bandwidth you may use with the Service in a given period of time in response to unreasonable activity.

1.3 You agree that Ragic has no responsibility or liability for the deletion, corruption, or alteration of, or failure to store any messages and other communications or other information, data, text, software, music, audio files, photographs, graphics and video provided by you (collectively referred to as "Content") and maintained or transmitted by the Service. You acknowledge that Ragic reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

2. Your Responsibilities

2.1 In consideration for your use of the Service, you shall provide information about yourself (such as identification or contact details) as part of the registration process for the Service. You agree that any registration information you give to Ragic will always be true, accurate, complete and up to date.

2.2 You agree to use the Services only in accordance with (a) the Terms and (b) any applicable law, government regulations or generally accepted practices or guidelines in the relevant jurisdictions.

2.3 By submitting any Content to Ragic, you warrant that you are the owner of such Content, or have been granted all the rights necessary from the owner of such Content to submit such Content to Ragic.

2.4 You agree not to copy, reproduce, sell, resell, rent, lease, sublicense or redistribute the Service for any purpose.

2.5 You agree not to access the Service by any means other than through the interface that is provided by Ragic for use in accessing the Service.

3. Proprietary Rights

3.1 You acknowledge and agree that the Service contains proprietary and confidential information that is protected by applicable intellectual property and other laws, and you agree not to disclose such

information to any third party without Ragic's prior written consent except as required by law or court order.

3.2 Ragic acknowledges that you own all legal right, title and interest in and to all of Content, including copyrights, trademarks and other intellectual property contained in such Content. You grant Ragic the right to use such Content only to the extent that Ragic needs to use the Content to provide the Services.

3.3 Each party who accesses and uses the Service and Ragic (together the "parties") shall keep in confidence all of the information maintained by the Service ("Confidential Information"). The parties shall take reasonable steps to prevent unauthorized disclosure or use of the Confidential Information for any purpose outside the scope of this Terms, but in any case not less than those steps it takes to protect its own Confidential Information. The parties shall not disclose Confidential Information to any person or entity other than its affiliated entities, officers, employees, consultants, auditors and attorneys who need access to such Confidential Information, and who are subject to confidentiality obligations with such party or Ragic.

4. Modifications to the Service and Terms

4.1 Ragic reserves the right at any time and from time to time to modify or update the Service (or any part thereof) with or without notice. These updates are designed to improve, enhance and further develop the Service. You agree to receive such updates (and permit Ragic to deliver these to you) as part of your use of the Service. You agree that Ragic shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service, or for any resulting loss or destruction of any Content that you place on the Service.

4.2 Ragic may make changes to the Terms of Service from time to time. When these changes are made, Ragic will make a new copy of the Terms of Service available at the Service web site. Your continued use of any of the Service after such modification shall constitute your acceptance of the Terms of Service with the new modifications.

5. Fees

5.1 You agree to pay any all fees for the Service plan specified in all Order Forms hereunder or described on your account page.

5.2 Users shall have the option to either pay monthly or annually. Fees are based on services purchased and not actual usage. Ragic reserves the right to suspend the accounts of Users who fail to make payments on their paying plan(s). All fees are non-refundable.

5.3 User subscription fees are based on monthly periods that begin on the subscription start date and each monthly anniversary thereof; therefore, fees for Users subscriptions added in the middle of a monthly period will be charged for that full monthly period and the monthly periods remaining in the subscription term.

6. Term and Termination

6.1 The Term of Service shall be effective upon registration and thereafter shall continue on a month-to-month basis or annual basis, as applicable, until all User subscriptions granted in accordance with this Agreement have expired or been terminated, or until terminated as specified below.

6.2 You acknowledge and agree that Ragic may at any time, terminate its legal agreement with you if: (a) you have breached the letter or spirit of any term or provision of the Terms of Service, (b) you engage in

any conduct that violates the rights of Ragic or third parties, or (c) Ragic is required to do so by law (for example, where the provision of the Services to you is, or becomes, unlawful).

7. Disclaimer of Warranties

7.1 YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

(a) YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. RAGIC AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

(b) RAGIC AND ITS SUPPLIERS MAKE NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS OR RESULT IN REVENUES OR PROFITS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICES WILL BE CORRECTED.

(c) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

(d) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM RAGIC OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS OF SERVICE.

7.2 You represent that, to the best of your knowledge and belief, your use of the Service does not directly or indirectly infringe the legal rights of a third party. You further represent and warrant that all information provided by you in connection with your registration is accurate and reliable.

7.3 SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CERTAIN CIRCUMSTANCES. ACCORDINGLY, ONLY THE LIMITATIONS WHICH ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

8. Mutual Indemnification

8.1 Ragic will defend and indemnify the entity or individual who has accepted the Terms of Service against any action brought against such entity or individual by a third party to the extent that it is based upon a claim that the Service, as provided by Ragic to you under this Terms of Service and used within the scope of the Terms of Service, infringes any copyright, trademark or trade secret, and will pay any costs, damages and reasonable attorneys' fees attributable to such claim that are awarded either by final judgment or settlement against such entity or individual.

8.2 You agree to indemnify and hold harmless Ragic, its subsidiaries and affiliates, and its and their directors, officers, agents and employees ("Indemnitees"), from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your Content; your use of the Service; your connection to the Service; your violation of the Terms of Service; or your violation of any proprietary or other rights of another. You further agree and acknowledge that the Indemnitees are not

liable or responsible in any way for any errors, omissions or any other actions arising out of or related to your use of the Service. You further agree to indemnify, defend and hold harmless the Indemnitees from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable legal fees and expenses) arising out of, or related to, your use of the Service, or the placement or transmission of any message, information, software or other materials through the Service by you or users of your account or related to any violation of any term of the Terms of Service by you or users of your account.

9. Limitation of Liability

9.1 YOU EXPRESSLY UNDERSTAND AND AGREE THAT RAGIC AND ITS SUPPLIERS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF RAGIC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICE RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICE PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICE.

9.2 YOU AGREE THAT RAGIC WILL NOT BE LIABLE FOR ANY (a) INTERRUPTION OF BUSINESS, (b) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO THIS SITE OR THE WEB SITE(S) YOUR ACCESS THROUGH THIS SERVICE; (c) DATA NON-DELIVERY, MIS-DELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION; (d) UNAUTHORIZED ACCESS TO DATA ENTERED IN, OR BREACH OF ANY SECURITY MECHANISMS UTILIZED IN, THE SERVICE OR IN ANY RESTRICTED FIELD THEREIN; OR (e) EVENTS BEYOND RAGIC'S REASONABLE CONTROL.

9.3 IN NO EVENT SHALL RAGIC'S MAXIMUM AGGREGATE LIABILITY EXCEED THE AMOUNT PAID BY YOU TO RAGIC FOR THE SERVICE, TO A MAXIMUM AMOUNT EQUAL TO SERVICE CHARGES FOR SIX (6) MONTHS OF THE SERVICE.

10. General Information

10.1 The Service may provide notices of changes to the Terms of Service or other matters by displaying notices or links to notices to you generally on the Service.

10.2 The Terms of Service (and the policies linked to them) constitute the entire agreement between you and Ragic and governs your use of the Service, superseding any prior agreements between you and Ragic (including, but not limited to, any prior versions of the Terms of Service) with respect to their subject matter.

10.3 The Terms of Service will inure to the benefit of Ragic and its successors and assigns.

10.4 The Terms of Service do not limit any rights that Ragic may have under trade secret, copyright, patent, trademark or other laws. The failure of Ragic to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. If any provision of the Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms of Service remain in full force and effect.

November 23, 2017