

Terms of Service

Revvue Corp.

Terms of Service

July 14, 2021

These Terms of Service (these “Terms of Service”) govern (i) the provision by Revvue Corp. (“Revvue”) of those Services that are offered by Revvue from time to time (collectively, the “Services”), the permitted use of the Services and all intellectual property and other rights in the Services; and (ii) the use of the Website (as defined below). By subscribing for, paying for, accepting and/or using any Services and/or visiting the Website, User is agreeing to be bound by these Terms of Service as a User.

THESE TERMS OF SERVICE INCLUDE IMPORTANT LEGAL PROVISIONS THAT DEFINE USER’S RIGHTS AND OBLIGATIONS REGARDING THE SERVICES, THE USE OF THE WEBSITE AND ALL TRANSACTIONS AND OTHER INTERACTIONS BETWEEN USER AND REVVUE. PLEASE CAREFULLY READ THESE TERMS OF SERVICE, INCLUDING THE PRIVACY POLICY INCORPORATED HEREIN, PRIOR TO SUBSCRIBING FOR OR USING ANY SERVICES OR ENTERING INTO ANY TRANSACTION WITH REVVUE. USER’S SUBSCRIPTION FOR, PAYMENT FOR, ACCEPTANCE OF OR USE OF ANY SERVICES, ENTRANCE INTO ANY TRANSACTION WITH REVVUE OR USE OF THE WEBSITE CONSTITUTES USER’S ACCEPTANCE OF THESE TERMS OF SERVICE.

1. Certain Definitions. In addition to the capitalized terms defined elsewhere in these Terms of Service, the following words and phrases shall have the following meanings:

“Agreement” means a contract between Revvue and a Subscriber, consisting of the business terms relating to the Services subscribed for by such Subscriber, as set forth on the Website, and these Terms of Service, which are incorporated into such contract by reference.

“Representatives” means, collectively, with respect to any User that is an entity, all members, managers, directors, officers, employees, agents and advisors (including attorneys, accountants, consultants, brokers and financial advisors).

“Revvue Group” means, collectively, Revvue, its affiliates, and their respective equity holders, members, managers, directors, officers, employees, agents and other representatives.

“Software” means the software used by or on behalf of Revvue in connection with the Website and/or to deliver the Services.

“Subscriber” means an entity or individual that subscribes for any Services.

“Subscription Fees” means the subscription fees payable by a Subscriber with respect to the Services subscribed for by such Subscriber.

“User Account” means a user account with Revvue that is created by a User.

“User Data” means, collectively, all information submitted, uploaded or inputted by or on behalf of User in or to the Services and/or the Website, including, without limitation, all contracts or data uploaded into the Services by or on behalf of User, and all User or third-party data contained therein, but excluding all User Feedback (as defined below).

“Users” mean, collectively, Subscribers, other users of the Services and visitors that access the Website, and “User” means any of them. To the extent that any User subscribes for any Services on behalf of one or more of its affiliates and/or acts through one or more Representatives, all references in these Terms of Service or the Agreement to “User” shall be deemed to include such affiliate(s) and/or Representative(s).

“Website” means each Revvue website, including without limitation the URL <https://revvue.com/> together with all associated web pages, functionality and content located under that domain name.

2. Right to Amend. User acknowledges and agrees that Revvue may amend these Terms of Service, including any policy incorporated herein, at any time and from time to time, without notice to User. Following any such amendment, these Terms of Service, as so amended, shall govern Revvue’s provision and User’s use of the Services, any subsequent transactions and interactions with Revvue and any subsequent visits to the Website. User’s continued subscription for, payment for and/or use of any Services following such amendment shall evidence User’s acceptance of and agreement to these Terms of Service as so amended.

3. Privacy Policy; Information Collection.

(a) User’s use of the Services and the Website is subject to the terms of Revvue’s privacy policy (the “Privacy Policy”), which is hereby incorporated into and made a part of these Terms of Service. In the event of a conflict between any provision of these Terms of Service and the Privacy Policy, the terms of the Privacy Policy will control.

(b) In order to create and use any User Account, User may be required to submit sensitive information about User and/or User’s business, including personally identifiable information. Revvue may collect other information about User’s use of the Services and the Website to improve the products and services offered by Revvue and to protect the security of Revvue and other Revvue customers. Any personally identifiable information collected by Revvue will be governed by the Privacy Policy.

4. Limited License to Use Services. In connection with any subscription for Services fully paid for by User, Revvue hereby grants to User a limited, revocable, non-exclusive, non-sublicensable and non-assignable license to use such Services during the paid-for term of the subscription therefor for the limited purpose of using such Services as described in the Website. Any violation by User of these Terms and Conditions or use by User of any Services for a purpose beyond such limited purpose shall result in immediate termination of the foregoing license to User, without notice or further action on the part of Revvue.

5. Termination by Revvue; Right to Change or Suspend Services.

(a) Revvue shall have the right to terminate any Agreement with User for cause at any time immediately upon notice to User in the event of any actual or threatened breach by User of any provision of such Agreement, including any provision of these Terms of Service. In such event, in addition to any other remedies that may be available to Revvue, Revvue shall have the right to retain all Subscription Fees and other amounts paid by User. Revvue shall have no obligation to refund any Subscription Fees allocable to any period following the effective date of such termination.

(b) Revvue reserves the right, in its sole discretion, to change, suspend, remove or disable access to, or to impose limits on the use of or access to, the Services, or any feature or part thereof, at any time without notice to User or any liability to User except as hereinafter provided in this Section 5(b).

6. Responsibility for User Accounts; Account Suspension or Termination.

(a) User is responsible for the accuracy and completeness of all information provided with respect to each User Account created by such User and for the security of each such User Account, including logins, passwords and access codes. User acknowledges and agrees that User must update such information as required from time to time to maintain the accuracy of all information in each such User Account. User agrees not to share any such User Account with any other individual or entity and to keep each such User Account secure from unauthorized access. User is responsible for the confidentiality of each such User Account, including User's user login and password, and may not share any such user login or password with any unaffiliated person or entity. User is required to immediately notify Revvue of any unauthorized use of or suspicious activity with respect to any such User Account. Revvue will not be liable for any loss or other damages that may result from User's failure to protect User's login information, including any password, or any other failure to protect the confidentiality of any such User Account, including, without limitation, any unauthorized transaction using such User Account, unless such unauthorized transaction results from a wrongful act or omission on the part of Revvue. Subject to the foregoing exception, User agrees to accept full responsibility for use of User's User Account(s), whether authorized or unauthorized.

(b) In the event of any failure to comply with any provision of these Terms and Conditions on the part of User, Revvue may suspend or terminate User's User Account(s) at any time, without prior notice to User. Any such suspension or termination shall not affect User's legal obligations under these Terms and Conditions or any right of Revvue to exercise any other legal remedy against User.

7. Authorization to Contact User. By checking the contact authorization box when User creates any User Account, User expressly authorizes Revvue, and its designees and agents, to contact User as described below.

(a) *Do Not Call Registry Waiver.* User hereby expressly authorizes Revvue to telephone User at any number User provides to Revvue (and any updated or additional numbers User may

provide in the future), regardless of whether or not User's telephone number appears in the "National Do Not Call Registry," established pursuant to 16 CFR§ 310.4(b)(1)(iii)(B) or any similar registry of any other jurisdiction.

(b) *Telephone Consumer Protection Act Authorization.* User hereby expressly agrees that Revvue may call User and/or send text messages and/or emails to User at any telephone number or email address User provides to Revvue (and any updated or additional numbers or email addresses User may provide in the future), including wireless telephone numbers (commonly known as mobile or cellphone numbers) that could result in charges to User. The manner in which these calls, text messages or emails are made to User may include, without limitation, the use of prerecorded/artificial voice messages and/or automated dialing systems. User may revoke consent at any time and by any reasonable means, including by texting "Stop" in response to any text message User receives, emailing a stop request to support@revvue.com (which does not bounce back) or mailing a request to Revvue Corp., 1050 Lakes Drive Ste 225 West Covina, CA 91790. If User emails or mails such a request, User must clearly identify itself and what method(s), number(s) or email address(es) Revvue should stop using to communicate with User, if less than all.

8. User Representations and Warranties. By creating a User Account, subscribing for or using the Services or visiting the Website, User hereby represents and warrants to Revvue, on a continuing basis, that: (a) User is at least 18 years old; (b) User has the legal capacity and authority to enter into and comply with each Agreement with User and these Terms and Conditions; and (c) all information that User provides to Revvue, including in connection with the creation of any User Account and the submission of any User Feedback (as defined below), is and shall remain accurate in all respects.

9. Subscription and Payment Terms. All Services are provided on a subscription basis. All Subscription Fees are nonrefundable and payable in advance and must be paid using the online payment service offered by Revvue on the Website. User's subscription will automatically renew at the end of each billing cycle unless User cancels the auto-renewal by sending a cancellation notice by email to support@revvue.com. Revvue reserves the right to change the Subscription Fees for any Services at any time, provided that such change will become effective only at the end of User's then-current billing cycle. Subject to all applicable terms and conditions, Users' access to Services will not be curtailed during any subscription period for which nonrefundable payment was been received.

10. Responsibility for Taxes. User is responsible for all taxes and duties associated with User's purchase of a subscription for any Services, other than any taxes payable on Revvue's income. If Revvue is obligated to collect or pay any taxes in connection with User's subscription for any Services, Revvue will charge such taxes to User unless User timely delivers to Revvue a valid tax exemption certificate from the appropriate taxing authority.

11. General Rules Regarding Use of Services. As a condition to using the Services, User hereby agrees to comply with all applicable local, state, national, provincial and international laws, treaties and regulations. User further agrees not to do any of the following: (a) gain or attempt to gain unauthorized access to the Services, the Software or the Website (including any

restricted sections of any of the foregoing), the account of any other user or any related system or network, including by impersonating any other user or other individual or entity or by creating a false identity or account; (b) establish a link to any Services or the Website in such a way as to suggest to any third party any form of association, approval or endorsement on the part of Revvue; (c) falsely imply any sponsorship or other relationship with Revvue except that of customer and service provider; (d) use any Services, the Website or any User Account in any unlawful manner, including, without limitation, in violation of any third party's privacy rights, to abuse, harass or defame any individual or entity, to send unsolicited communications or to store or transmit any content that infringes upon any third party's intellectual property rights; (e) use any Services, the Website or any User Account to post, transmit, upload, link to, send or store any content that is unlawful, abusive, obscene, racist or discriminatory or that would be deemed offensive to an ordinary person; (f) use any Services, the Website or any User Account to post, transmit, upload, link to, send or store any viruses, cancel bots, malware, Trojan horses, time bombs or any other similar harmful software or any tracking cookies; (g) use any Services, the Website or any User Account in any manner that interferes with or disrupts the integrity or performance of any Services, the Website or any related system or network or attempt to damage or interfere with any of the foregoing by any method, including, without limitation, flood pings, denial of service attacks, packet or IP spoofing, forged routing or other information or similar methods or technology; (h) attempt to decipher, decompile, reverse-engineer, disassemble, reproduce or copy or otherwise access or discover the source code or underlying program of the Software or any other software used in or in connection with any Services or the Website; (i) copy, display, distribute, create derivative works from or misappropriate or misuse in any manner any Services (or any component thereof), the Website or any of the contents of the foregoing; (j) use or try to use any User Account, any Services or the Website in violation of these Terms and Conditions; or (k) assist any third party in any of the foregoing. User is solely responsible for compliance with all data protection laws and other regulations not generally applicable to us.

12. Revvue Rights in Services and Related Intellectual Property. Except for the limited license granted to User to use the Services as described in Section 4, Revvue retains the exclusive right, title and interest in and to all intellectual property, including, without limitation, all patents, inventions, copyrights, trademarks, trade names, service marks, trade dress, domain names, trade secrets, know-how and any other intellectual property and/or proprietary rights, in or related to the Services, the Software, the Website and the contents and components of the foregoing. All such intellectual property and intellectual property rights are protected by applicable law, including, without limitation, applicable copyright laws and treaties throughout the world. User hereby acknowledges and agrees that User is not permitted to reproduce in any manner the Services, the Software or the Website (or any contents or component of any of the foregoing), prepare derivative works from the Services, the Software or the Website (or any contents or component of any of the foregoing) or use the Services, the Software or the Website (or any contents or component of any of the foregoing) for any purpose other than as expressly permitted by these Terms and Conditions.

13. Trademarks, Logos and Other Intellectual Property. The Revvue trademarks, service marks, graphics, logos and slogans used in connection with the Services and/or the Website are trademarks of Revvue and may not be copied, imitated or used, in whole or in part, without the

prior written permission of Revnue. User may not use any metatags or any other “hidden text” utilizing the name “Revnue” or any other name, trademark or Service name of Revnue without the prior written permission of Revnue. The look and feel of the Services and the Website, including, without limitation, all page headers, custom graphics, button icons and scripts, constitute the service mark, trademark and/or trade dress of Revnue and may not be copied, imitated or used, in whole or in part, without the prior written permission of Revnue. Other trademarks, trade names, product names and company names and logos used in connection with the Services and/or the Website are the property of their respective owners.

14. User Data.

(a) At all times, User shall remain responsible for all User Data, including the accuracy and legality of all User Data. Without limiting the generality of the foregoing, User shall not submit, upload or input any User Data in or to the Services or the Website that violates (i) any intellectual property or other rights of any third party or (ii) any applicable law or regulation.

(b) User hereby grants Revnue and its affiliates a worldwide, royalty-free, transferable and sub-licensable license to use, reproduce, modify and adapt the User Data, and to create derivative works from the User Data, to the extent required to provide the Services to User and as contemplated by this Agreement or the Privacy Policy.

(c) User retains ownership of User Data and, except for the license granted pursuant to Section 14(b), all intellectual property rights in and to the User Data. Revnue employees, personnel, or other contingent staff are unable to access encrypted customer data, except for data or information that is shared by the customer for support or other customer desired purposes.

(d) To the maximum extent permissible under applicable law, User shall be deemed to be the data controller with respect to all User Data uploaded to Revnue and User shall be solely responsible therefor.

15. Confidentiality. Revnue agrees to hold all User Data in confidence and to not disclose any User Data to unrelated third parties or use such information for any purposes, except as reasonably required in connection with the provision of Services to User and/or for performance of Revnue’s obligations or enforcement of Revnue’s rights under any Agreement with User, including under these Terms of Service. The foregoing obligations shall not apply to any User Data (i) which is now or subsequently becomes public, other than as a result of Revnue’s breach of its confidentiality obligations to User hereunder; (ii) which was already known by Revnue on a non-confidential basis prior to its disclosure by User or is independently developed by Revnue; (iii) which is received by Revnue from a third party not subject to a duty of confidentiality to User; or (iv) the disclosure of which is legally compelled.

16. User Feedback. In connection with User’s use of any Services and/or any transactions User may enter into with Revnue, User may be requested or permitted to provide suggestions, recommendations, reviews or other feedback on the Services and/or the Website (collectively, “User Feedback”). User represents and warrants to Revnue that any User Feedback that User submits to Revnue will be accurate, will comply with all applicable laws and will not violate the

intellectual property or other rights of any third parties. By providing any User Feedback to Revnue, User thereby grants to Revnue an irrevocable, perpetual, worldwide, royalty-free, transferable and sub-licensable license to incorporate such User Feedback into the Services and/or the Website and/or reproduce, display, publicize and otherwise use such User Feedback for any purpose deemed reasonable by Revnue. In the event any User Feedback is in the form of a review or endorsement of Revnue, any Services and/or the Website, such license shall include the right to publish such User Feedback on the Website and/or in any promotional materials of Revnue and to use User's name in connection therewith. User hereby agrees that, by submitting any User Feedback, User irrevocably and fully waives any and all moral rights, privacy rights, rights of publicity and any other rights User may have in and to such User Feedback.

17. Sub-Processors. Revnue uses Amazon Web Services ("AWS") and other service providers (in each case, a "Sub-Processor") for its infrastructure, third-party software and data processing needs pursuant to each such Sub-Processor's terms and conditions. User acknowledges that Revnue cannot be held responsible for acts and omissions by its Sub-Processors beyond Revnue's control, and that to the maximum extent permissible under applicable law Revnue's financial liability in case of fault or non-compliance by a Sub-Processor shall be limited to the actual amounts, if any, that Revnue recovers from such Sub-Processor on User's behalf. Revnue shall cooperate with User in any suit or proceeding that User brings against a Sub-Processor arising from or related to services purchased from Revnue.

18. DISCLAIMERS BY REVNUUE.

(A) REVNUUE PROVIDES THE SERVICES ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. REVNUUE DOES NOT REPRESENT OR WARRANT THAT THE SERVICES, THE USE THEREOF OR ANY INFORMATION THEREIN (i) WILL BE UNINTERRUPTED OR SECURE; (ii) WILL BE FREE OF DEFECTS, INACCURACIES OR ERRORS; (iii) WILL MEET THE REQUIREMENTS OF USER; OR (iv) WILL OPERATE IN THE CONFIGURATION OR WITH OTHER HARDWARE OR SOFTWARE USED BY USER.

(B) REVNUUE MAKES NO WARRANTIES WITH RESPECT TO THE SERVICES AND, ON BEHALF OF ITSELF AND THE OTHER MEMBERS OF THE REVNUUE GROUP, HEREBY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

(C) NEITHER REVNUUE NOR ANY OTHER MEMBER OF THE REVNUUE GROUP SHALL BE LIABLE FOR ANY DAMAGES OR LOSSES ARISING FROM ANY USE, MISUSE, RELIANCE ON, INABILITY TO USE, INTERRUPTION, SUSPENSION OR TERMINATION OF ANY SERVICES, INCLUDING ANY INTERRUPTIONS DUE TO SYSTEM FAILURES, NETWORK ATTACKS OR SCHEDULED OR UNSCHEDULED MAINTENANCE.

(D) REVNUUE, ON BEHALF OF ITSELF AND THE OTHER MEMBERS OF THE REVNUUE GROUP, HEREBY DISCLAIMS ALL RESPONSIBILITY FOR ALL USER

FEEDBACK THAT MAY BE INCLUDED ON THE WEBSITE OR IN ANY PROMOTIONAL MATERIALS AND FOR ALL OTHER THIRD-PARTY CONTENT AND THIRD-PARTY LINKS THAT MAY BE INCLUDED IN OR ON THE SERVICES, THE WEBSITE OR ANY PROMOTIONAL MATERIALS.

19. NO LIABILITY FOR CERTAIN DAMAGES. IN NO EVENT, AND UNDER NO LEGAL THEORY (WHETHER CONTRACT, TORT OR OTHERWISE), SHALL REVNUUE OR ANY OTHER MEMBERS OF THE REVNUUE GROUP BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, REVENUES, BUSINESS OR OPPORTUNITIES AND/OR DELAY DAMAGES, EVEN IF REVNUUE OR ANY OTHER MEMBER OF THE REVNUUE GROUP WAS ADVISED OF OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

20. Cap on Damages. Notwithstanding anything to the contrary set forth in these Terms of Service, except to the extent prohibited by applicable law, the aggregate liability of the members of the Revnuue Group to User with respect to all claims User may have at any time against Revnuue and the other members of the Revnuue Group shall not exceed an amount equal to the Subscription Fees paid by User during the most-recent six-month period. The foregoing limitation of liability reflects an informed, voluntary allocation between Revnuue and User of the risks (known and unknown) that may exist in connection with the Services and any Agreement with User, including these Terms of Service.

21. Indemnification. User hereby agrees to indemnify, defend and hold Revnuue and the other members of the Revnuue Group harmless from and against any and all claims, liabilities, actions, demands, losses, damages, penalties, fines and other costs and expenses (including, without limitation, reasonable attorneys' fees, experts' fees, investigation costs, remediation costs and settlement costs) incurred by any of them (collectively, "Indemnifiable Losses") arising out of or relating to (a) use of User's User Account(s), whether such use is authorized or unauthorized; (b) User's negligent or other wrongful acts or omissions in connection with use of any Services and/or the Website; (c) breach of any representation and warranty made by User to Revnuue; (d) any violation of these Terms and Conditions by User; (e) any personal injury, including death, or property damage directly or indirectly resulting from User's acts or omissions; (f) User's violation of any applicable law or regulation any intellectual property or other rights of any third party; (h) any inaccuracy or incompleteness of any information provided by or on behalf of User to Revnuue; and/or (i) any User Feedback, User Data or other content and information that User or any Representative thereof submits, uploads, inputs or otherwise provides in or to the Services, the Website and/or Revnuue.

22. No Waiver. No delay or failure on the part of Revnuue in exercising any legal right or remedy it may have against User shall be deemed to constitute a waiver of such right or remedy. In addition, no partial exercise by Revnuue of any legal right or remedy it may have against User shall preclude the further exercise by Revnuue of such right or remedy or its exercise of any other right or remedy it may have against User.

23. Force Majeure. User expressly acknowledges and agrees that Revvue will not be liable to User under any legal theory for any failure to perform or delay in performing any obligation to User, whether under these Terms and Conditions, any Agreement with User or otherwise, which failure is caused directly or indirectly by a force majeure event, including, without limitation, any act of God, accident, fire, strike or other labor dispute, riot, insurrection, war, epidemic or pandemic, governmental action or refusal to act, telecommunications or power failure, any exchange or market ruling or any other cause beyond the reasonable control of Revvue.

24. Late Fees; Collection Costs. User shall be required to pay a late fee on any payment not received by the due date thereof or received by such date but subsequently dishonored or disallowed due to any failed, dishonored or reversed electronic debit, dishonored check or disallowed or disputed credit card payment. Such late fee shall be calculated at the rate of 1.0% per month (Annual Percentage Rate of 12%) or, if such rate exceeds the maximum legal rate, the maximum rate permitted by applicable law. User shall be liable for all reasonable attorneys' fees and other costs incurred by or on behalf of Revvue to collect any amount owed by User to Revvue.

25. Governing Law. Any controversy or claim arising out of or relating in any way to (a) any Agreement with User, including these Terms and Conditions; (b) the enforcement or interpretation thereof; (c) any alleged breach, default or misrepresentation in connection with any of the provisions thereof; or (d) any Services, the Website and/or any transaction, communication or interaction between User and Revvue shall be governed by California law, without regard to its conflicts of law provisions. Notwithstanding the foregoing, those provisions of Section 26 relating to arbitration of Disputes shall be governed by and interpreted in accordance with the Federal Arbitration Act.

26. Resolution of Disputes; Waiver of Right to Jury Trial; Agreement to Arbitrate. These Terms and Conditions contain a binding, individual arbitration agreement and class action waiver. This means that any claim must be arbitrated on an individual basis pursuant to the terms set forth below; that claims of different persons cannot be combined or aggregated, and that User is waiving User's right to file a lawsuit in court and to have a jury decide the dispute. **Please read all the provision of this Section 26 carefully and consult a legal advisor if you have any questions.**

(a) Any controversy or claim arising out of or relating to the Services, the Website, any Agreement with User and/or these Terms and Conditions, including their enforcement or interpretation, or because of an alleged breach, default or misrepresentation in connection with any of the foregoing, or arising out of or relating in any way to any transaction, communication or interaction between User and Revvue or any other member of the Revvue Group (each, a "Dispute"), shall be submitted to final and binding individual arbitration in accordance with the following provisions in order to establish and gain the benefits of a speedy, impartial and cost-effective dispute resolution procedure.

(b) Except as otherwise prohibited by applicable law and as provided in Section 26(i), any Dispute shall be settled by arbitration administered by JAMS pursuant to its applicable rules (the

“JAMS Rules”), before a single neutral arbitrator (the “Arbitrator”), in Los Angeles County, California.

(c) To the fullest extent permitted by applicable law, and notwithstanding anything else in these Terms and Conditions, User agrees that any Dispute shall be decided by the Arbitrator on an individual basis and not on a class, collective or representative basis. User further acknowledges and agrees that the Arbitrator shall not have the authority or jurisdiction to hear the arbitration as a class, collective or representative action or to join or consolidate causes of action of different parties into one proceeding.

(d) The Arbitrator may award any form of remedy or relief (including injunctive relief and specific performance) that otherwise would be available in court. Any award pursuant to the arbitration shall be accompanied by a written opinion of the Arbitrator setting forth the reason(s) for the award. The award rendered by the Arbitrator shall be conclusive and binding upon User and Revvue (and/or the other member(s) of the Revvue Group), and judgment upon the award may be entered, and enforcement may be sought in, any court of competent jurisdiction.

(e) Subject to the JAMS Rules and the provisions of Section 27, the arbitration fees, together with other expenses of the arbitration incurred or approved by the Arbitrator, shall be divided equally between User and Revvue.

(f) USER UNDERSTANDS THAT, ABSENT THESE TERMS AND CONDITIONS, EACH OF USER AND THE MEMBERS OF THE REVVUE GROUP WOULD HAVE THE RIGHT TO SUE THE OTHER IN COURT AND TO HAVE ANY DISPUTE DECIDED PURSUANT TO A JURY TRIAL, BUT, BY THESE TERMS AND CONDITIONS, USER ARE GIVING UP THAT RIGHT AND AGREEING TO RESOLVE BY ARBITRATION ANY AND ALL DISPUTES.

(g) User and Revvue agree to treat as strictly confidential all information concerning any arbitration proceeding, including the pleadings, the hearing and any arbitration award, except as (i) may be necessary to prepare for or conduct the arbitration hearing on the merits, (ii) may be necessary in connection with a court application for a preliminary remedy, confirmation and enforcement proceedings or a judicial challenge to an award or its enforcement, or (iii) otherwise required by applicable law or judicial decision. User and Revvue agree that breach of this confidentiality provision would irreparably harm the non-breaching party, and further agree that any such breach shall entitle the non-breaching party to seek injunctive relief and/or compensatory damages for the breach (without the necessity of posting a bond or other security).

(h) User may elect to opt out and exclude User from the final, binding arbitration procedure and class action waiver specified in this Section 26 by sending to Revvue Corp., 1050 Lakes Drive, STE 225, West Covina, CA 91790 for postmarking within 15 days of User’s creation of a User Account, a letter stating (i) User’s name, (ii) User’s mailing address, and (iii) User’s request to be excluded from the final, binding arbitration procedure and class action waiver. User is not required to send the letter by registered or certified mail, return receipt requested, but it is recommended that User do so. User’s request to be excluded will only be effective and enforceable if User can prove that the request was postmarked within the 15-day deadline. In the

event of an effective exclusion request by User, Revvue reserves the right, exercisable in its sole and absolute discretion, to rescind any subscription or other transaction with User and/or to terminate or suspend User's User Account(s). In the event of an effective exclusion request by User, all other provisions of these Terms and Conditions shall continue to apply.

(i) Notwithstanding the other provisions of this Section 26, User agrees that Revvue and the other members of the Revvue Group shall have the right to seek injunctive or other equitable relief in any state or federal court located in Los Angeles County, California, to enforce any Agreement with User and/or these Terms and Conditions or prevent infringement of any intellectual property rights, without being required to post a bond or other security or prove actual damages. In the event Revvue or any other member of the Revvue Group seeks such equitable relief in any such court, User hereby irrevocably submits to the personal jurisdiction of such court and waives all objections to such jurisdiction.

27. Prevailing Party. In the event of any Dispute, and whether such Dispute is resolved via arbitration, litigation or otherwise, the prevailing party (as that term is commonly defined by the prevailing common and/or statutory law in the applicable jurisdiction) shall be entitled to recover its costs of suit, which costs shall include, without limitation, all reasonable attorneys' fees and expenses incurred by the prevailing party related to the Dispute. In the event a party to any Dispute fails to proceed with arbitration, unsuccessfully challenges the Arbitrator's award or fails to comply with an arbitration award, the other party shall be entitled to recover its costs of enforcement, including, without limitation, reasonable attorneys' fees and expenses incurred in having to compel arbitration or to defend or enforce the arbitration award.

28. Time Limit to File Claims. User expressly agrees that, except where applicable law prescribes a shorter applicable statute of limitation, or prohibits shortening the otherwise-applicable longer statute of limitations, User must file any claim or legal action of any kind arising in connection with or relating in any way to (a) any Services, the Website and/or any transaction with Revvue; (b) any act (or failure to act) on the part of any member of the Revvue Group or User; and/or (c) any Agreement with User and/or these Terms and Conditions within one year after the transaction or other event, circumstances or other facts giving rise to such claim or legal action. Notwithstanding the foregoing, if the law of the applicable jurisdiction has a "discovery rule," whereby accrual of the claim is deferred, which is applicable to one or more claims, then the one-year (or shorter, if applicable) limitation period specified in this Section 28 shall begin running from the date of accrual of such claim or claims as determined by the law of the applicable jurisdiction. If this Section 28 is determined to be unenforceable as to any particular claim or claims under the law of the applicable jurisdiction, it shall remain fully enforceable as to all other claims.

29. Severability.

(a) With the exception of the class action waiver in Section 26(c), which is essential to the agreement to arbitrate, if any provision of these Terms and Conditions is determined by any court of competent jurisdiction or arbitrator to be invalid, illegal or unenforceable to any extent, that provision shall, if possible, be construed as though more narrowly drawn, if a narrower construction would avoid such invalidity, illegality or unenforceability, or, if that is not possible,

such provision shall, to the extent of such invalidity, illegality or unenforceability, be severed from these Terms and Conditions, and the remaining provisions of these Terms and Conditions shall remain in effect.

(b) If the class action waiver in Section 26(c) is determined by any court of competent jurisdiction or arbitrator to be invalid, illegal or unenforceable to any extent, then the entirety of the dispute resolution procedures specified in Section 26 shall be void and of no force and effect.

30. Survival. All provisions of these Terms and Conditions other than those in Section 4 and Section 35(b) shall survive any termination of any User Account and the expiration or other termination of any subscription by User or any Agreement or other transaction between User and Revvue, regardless of the reason for such termination.

31. Notices. Except as otherwise provided in these Terms and Conditions, including, without limitation, Section 7 (Authorization to Contact User), and except for general notices from Revvue regarding the Services and notices regarding User Accounts, which may be posted on the Website or delivered to User via electronic mail, (a) all notices required or permitted under or in connection with these Terms and Conditions and/or any Agreement with User must be in writing; (b) User shall send all notices to Revvue by U.S. certified or registered mail, return receipt requested, addressed to Revvue Corp., 1050 Lakes Drive, STE 225, West Covina, CA 91790; and (c) Revvue shall send all notices to User by U.S. certified or registered mail, return receipt requested, addressed to User at the then-current mailing address in User's User Account.

32. Severability. The provisions of any Agreement with User, including the provisions of these Terms of Service, are intended to be severable. If, for any reason, any such provision is held to be invalid or unenforceable, the remaining provisions shall not be affected by such invalidity or unenforceability, to the fullest extent permitted by applicable law.

33. Assignment. User shall not assign these Terms and Conditions or any Agreement with User or assign any of User's rights or delegate any of User's obligations hereunder and thereunder. Any assignment or delegation by User in contravention of this Section 33 shall be void and of no force or effect. Revvue has the unlimited right to assign these Terms and Conditions, any Agreement with User and/or any or all of its obligations and rights hereunder and thereunder. These Terms of Service and each Agreement with User shall be binding upon and inure to the benefit of User and Revvue and their respective successors and permitted assigns.

34. Conflicts. Notwithstanding anything to the contrary contained in any Agreement with User or in these Terms and Conditions, in the event of a conflict between any provision of these Terms of Service and the other provisions of any Agreement with User, the provisions of these Terms of Service shall control.

35. Nature of Relationship; Right to Identify User as Customer.

(a) The relationship between Revvue and User is solely that of service provider and customer. No other relationship, including, without limitation, that of agent and principal,

employer and employee, franchisor and franchisee, joint venturers or partners, exists between Revnue and User.

(b) User hereby grants Revnue the right to identify User as a customer of Revnue on the Website and in Revnue's promotional materials.

36. Further Assurances. User agrees to execute and deliver such other documents and take such other actions as Revnue may reasonably request in connection with any transaction between Revnue and User or as may be required for User to fully perform User's obligations under any Agreement with User, including these Terms of Service, and/or for Revnue to fully exercise its rights thereunder.

37. Third-Party Beneficiaries. The members of the Revnue Group are intended third-party beneficiaries of the disclaimer, indemnification, limitation of liability, dispute resolution and claim time limit provisions of these Terms and Conditions.

38. Reservation of Rights. Any rights not expressly granted by the foregoing provisions of these Terms and Conditions are reserved to Revnue.

39. Construction. The rule of construction that ambiguities in a contract are to be construed against the drafter shall not be invoked or applied in any dispute regarding the meaning or interpretation of any provision of any Agreement with User or these Terms of Service.

40. Headings. The headings of the sections of these Terms of Service are inserted solely for convenience of reference. They in no way are intended to or shall define, limit, extend or aid in the construction of the scope, extent or intent of these Terms of Service.

41. Entire Agreement. Each Agreement with User, including these Terms of Service and the Privacy Policy (or in the absence of any other Agreement with User, these Terms of Service alone), constitutes the entire agreement between User and Revnue with respect to the subject matter thereof and supersedes any and all prior or contemporaneous agreements and understandings, whether written or oral, between Revnue and User with respect to such subject matter.