

Royole Terms of Use

Effective Date: April 3rd, 2018

Royole Corporation ("Royole," "us," "we," or "our") operates the Royole website, together with related mobile applications ("App"), [the platform], content, hardware, and certain other related products and services (collectively, the "Service"). Your use of the Service is subject to these Terms of Use.

Please make sure that you read and understand these Terms of Use. These Terms of Use are a legal agreement between you and Royole that govern your use of the Service. By using the Service, you are agreeing to these Terms of Use and our Privacy Policy at www.royole.com/support. If you do not agree to these Terms of Use, please do not click the "I Agree" button or box, create an account, or use our Service.

We may, at any time, modify these Terms of Use. If we modify these Terms of Use, we will post our modified Terms of Use on our website or through the Service and the modified Terms of Use supersede any prior Terms of Use. By continuing to use our Service, you agree that you accept all of our modifications to these Terms of Use. If you do not agree to the new Terms of Use, you must stop using the Service.

Eligibility. By accepting these Terms of Use, you affirm that you are (a) (i) at least eighteen (18) years old, or (ii) at least thirteen (13) years old and have the permission of a parent or guardian to access the Service, and (b) have full power and authority to enter into these Terms of Use and doing so will not violate any other agreement to which you are a party. If you are under the age of thirteen (13), you may not access or use our Service.

Royole Accounts

- Account Registration. You can browse the Royole website and some products without needing to log in to a user account. However, some of our Services will prompt you to, or are only available if, you register with our website and create an account. When you register, you agree to (a) provide true, accurate, current and complete information about yourself as prompted by the registration form, and (b) maintain and promptly update your registration information to keep it true, accurate, current and complete.
- Password Security. As a registered user, you are required to choose a unique password. You may not use the password of any other person to access the Service without their express permission. You are responsible for maintaining the confidentiality of your password and you are solely responsible for the activities of anyone accessing the Service using your password, even if you did not authorize the activities. You must notify us at support@royole.com immediately of any unauthorized use or suspected unauthorized use of your password. In addition, if you know or suspect your password has been compromised, you must promptly change your password. Even if you give us notice, you could be held liable for losses incurred by us or another party due to someone else using your account or password.
- Deletion of Accounts. Royole may, without prior notice, delete your account. Cause for

deletion includes without limitation: (a) breaches or violations of these Terms of Use or other incorporated agreements or guidelines, (b) requests by law enforcement or other government agencies, (c) unexpected technical or security issues or problems, and (d) extended periods (more than six months) of inactivity. You agree that all determinations of termination for cause will be made in Royole's sole discretion and that Royole will not be liable to you or any third-party for deletion of any account.

Privacy. You consent to the collection, processing and storage by us of your personal information in accordance with the terms of our Privacy Policy, which is available at www.royole.com/support. You agree to comply with all applicable laws and regulations, and the terms of our Privacy Policy, with respect to any information that you access, use and/or submit in connection with the Service.

Use of the Service

- Use of the Service. Subject to the terms and conditions of these Terms of Use, Royole grants you a limited, revocable, non-exclusive, non-assignable, non-sublicensable license and right to access and use the Service that we provide through a generally available web browser, mobile device or application for personal, non-commercial purposes in accordance with these Terms of Use. Any other use of the Service is strictly prohibited. We reserve all rights not expressly granted in these Terms of Use, including, without limitation, title, ownership, intellectual property rights, and all other rights and interest in the Service and all related items.
- Restrictions on Use of Service. Unless we give you permission in writing, you agree not to reproduce, modify, rent, lease, loan, sell, distribute, mirror, frame, republish, download, transmit, create derivative works of or commercially exploit any materials that we provide or that are made available by third parties through the Service, in whole or in part, by any means. You must not modify, decompile, or reverse engineer any software that Royole discloses to you. You must not remove, alter or obscure any copyright, patent, trademark or other proprietary or restrictive notice or legend contained or included in any part of the Service, and you agree to reproduce and copy all such notices and legends on all copies of any part of the Service that you are allowed to make under these Terms of Use, if any. Any rights not expressly granted in these Terms of Use are reserved.
- Notices. We may use many communication channels to promote our Service. You agree that we may communicate with you by posting notices or links to notices on our website or through the Service, as well as via email, SMS or texting.
- Promotions. You agree to receive newsletters, promotional materials, and other communications and materials relating to Royole or the Service.
- Advertising. You agree that from time to time we may offer commercial content or display advertising.
- Content. Some of the content and materials available through the Service is owned by our third party partners or individual authors and users of our Service and may be subject to additional end user agreements. With respect to any such third party content, if there is a conflict between these Terms of Use and the end user agreement of such third party, the third party agreements shall control. The materials and other content offered by third parties through the Service are provided "as is" and made available for informational and entertainment purposes only. We are not responsible or liable for

content or materials that are prepared by, posted or provided by others, by our advertisers, or by any third party that makes content available through the Services. By operating the Service, we do not represent or imply that we endorse any of the materials posted or otherwise made available through the Service or by our advertisers or that we believe that such material is accurate, useful or non-harmful.

- Verification of Information. You grant Royole the right to independently verify any information that you provide through the Service, including information about yourself, although Royole does not routinely undertake, nor do we have any obligation to undertake, any such verification.
- Other Users. Royole does not control, is not responsible for and makes no representations or warranties with respect to any user of our Service or their conduct. You are solely responsible for your interaction with or reliance on any other user of our Service or their conduct. You further understand that you may be exposed to content from others that is offensive, indecent or objectionable.
- Indemnification. You agree to indemnify, defend and hold harmless Royole and its affiliates, and its and their respective officers, employees, consultants, vendors, users, licensors and partners, from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, relating to or arising out of your access to or use of the Service (including through any unauthorized use of your account), your breach of these Terms of Use or any activity related to your account (including negligent or wrongful conduct) by you or anybody using your account.

PAYMENTS AND SUBSCRIPTIONS

- Purchases and Payments. We, or a third party provider, may offer certain products or services for sale through the Services. We, or a third party provider, may offer various payment processing methods for the purchase of such products or services. You agree to abide by any relevant terms and conditions or other legal agreement, whether with Royole or a third party, that governs your use of a given payment processing method. We may add or remove payment processing methods at any time, with or without notice.
- Third Party Payment Terms. By using the Services and agreeing to these Terms of Use, you also agree to be bound by any third party payment terms, and you consent and authorize us and any third party payment provider to share any information and payment instructions you provide with third party service provider(s) to the minimum extent required to complete your transactions. You are responsible for all transactions (one-time, recurring, and refunds) processed through any third party payment provider. Royole is not liable for loss or damage from errant or invalid transactions processed by any third party payment provider. This includes transactions that were not processed due to a network communication error, or any other reason. If you enter into a transaction, it is your responsibility to verify that the transaction was successfully processed. You understand and agree to not hold Royole liable for any adverse effects of any actions (whether intentional or unintentional) on the part of any third party payment provider.
- Your total price will include any applicable sales tax. Except as set forth in these Terms of Use or in the applicable sale terms for the applicable product or service ALL SALES ARE FINAL. NO CREDITS OR REFUNDS WILL BE MADE. Notwithstanding our no refunds

policy, we may offer credits or refunds at our sole discretion in certain extraordinary circumstances.

- You are responsible for the timely payment of all products and services you purchase through your account. All fees will be billed to the credit card or payment processing account you designate through your account. You must make any changes to your payment method online.
- Prices for any products and services offered via the Services may change at any time, and the Services do not provide price protection or refunds even if there is a price reduction or promotional offering.

Your Content

- Content Ownership. Our Services may include interactive features and areas where you may submit, post, upload, publish, email, send or otherwise transmit content, including, but not limited to, text, images, photos, videos, sounds, or features, software and other information and materials (“Content”). Royole makes no claim to ownership of any of your Content that you upload or otherwise make available through the Service. If you think any Content violates your intellectual property rights, please review our Copyright Policy, located at www.royole.com/support.
- Your License Grant to Use. By submitting, posting or transmitting Content on our Service or on areas of the Service that are accessible by other users or the public, you hereby grant Royole and those members of the public who have access to that Content a non-exclusive, worldwide, full paid-up and royalty-free, fully assignable, transferable, sublicensable, perpetual, irrevocable license to use, copy, perform and display publicly, distribute, prepare derivative works, and otherwise exploit such Content, in whole or in part, throughout the world in any form, format, or medium now or hereafter known. You represent and warrant that you have all the rights necessary to allow Royole, other users and third-party providers to use your Content as set forth in these Terms of Use and transfer any Content that you may provide to us anywhere in the world.
- Your Warranties with Respect to Your Content. By posting Content on our Service, you represent and warrant that the posting of your Content does not violate these Terms of Use or applicable laws and that you are the owner of that Content or have authorization to distribute it (including all consents required under applicable privacy laws).
- Your Use of Content Posted by Others. You may not use, copy, reproduce, distribute, publish, display or perform, create derivative works of, transmit, sell, or in any way exploit any of the Content posted by others except as expressly set forth in these Terms of Use or allowed by law.

Royole Intellectual Property

- The Service, including all information, graphics, text, images, sound files, video, communications and other materials (including all metadata associated with any content) software, software code comprising or used to operate the App, all accounts and all content, trademarks, copyrighted works and other materials provided by Royole is owned by Royole, its affiliated companies, and/or third-party licensors, and are protected by copyrights, trademarks and other intellectual property rights. All trademarks, service marks, and trade names are proprietary to Royole, or affiliated companies, and/or third-party licensors.

Feedback

- By submitting any feedback, suggestions, questions, comments and the like (“**Feedback**”) to Royole, you agree that we are free to use the Feedback for any purpose without any restriction or compensation to you. Our use of Feedback may include but is not limited to developing, marketing and selling products or services. By receiving your Feedback, we do not give up any rights to use similar or related feedback, ideas, concepts, know-how, techniques or other information previously known to us, or developed by our employees, or obtained from sources other than you.
- Royole does not wish to receive confidential or proprietary ideas. All Feedback submitted to Royole through our Service shall be considered NON-CONFIDENTIAL and NON-PROPRIETARY.

Third Party Links; App Distributors

- Linked Sites. Royole may provide links to third-party websites or other resources (“**Linked Sites**”). Royole has no control over these Linked Sites, and is not responsible for the operation of any Linked Site. Royole offers these links as a convenience only, and the availability of any Linked Site is not an endorsement of the content, or any products or services available on these Linked Sites, or an endorsement of any Linked Site’s owners, or its providers. You acknowledge and agree that you access these Linked Sites at your own risk. Any interactions or business dealings with advertisers or third parties other than Royole found on or through our Service are solely between you and such advertiser or other third party. Without limiting any of the above, Royole will not be responsible or liable, directly or indirectly, for any actual or alleged damage or loss caused by or in connection with use of or reliance on any such Linked Sites.
- App Distributors. These Terms of Use are between you and Royole only. We use certain third parties to distribute our applications and may use third parties for other services. These third parties, such as Apple, Inc., Amazon, Inc. and Google, Inc. (“**App Distributors**”), have no warranty, maintenance, support or other service obligations with regard to our Service. We, and not the App Distributors, are solely responsible for our Service. You understand and agree that the App Distributors have no obligation to provide maintenance and support services with respect to any of our Service.

Content Removal. If you would like us to remove any Content from our Service for any reason, please notify us at [support@royole.com]. While we do not have any obligation to remove Content merely because of a removal request, Royole will review all such requests and will remove Content that we determine should be removed, in our sole discretion and in accordance with these Terms of Use (including our Privacy Policy) and applicable law. If you are requesting removal of materials or Content due to a violation of your copyrights, please follow the procedure described in our Copyright Policy, available at www.royole.com/support.

Right to Modify or Discontinue Service

- The Royole Service is constantly evolving and changing. As a result, the Service may change at any time and without prior notice.
- We retain the right to, among other things, to add, change, update, discontinue, suspend or limit the Service, at any time at Royole’s sole discretion. Royole shall not be liable to you or to any third party for any modification, suspension or discontinuance of

the Service or any accounts.

Special Terms for Special Features of the Service. When you sign up to use specific functionality or a special feature of our Service, we may present you with additional terms in connection with your use of such features or functionality. You agree to comply with all such additional terms, which are incorporated in these Terms of Use by reference. In some instances you may be asked to expressly consent to the special terms, for example, by checking a box or clicking on a button marked "I agree." This type of agreement is known as a "click-through" agreement. If any of the terms of the click-through agreement are different from the terms of these Terms of Use, the terms of the click-through agreement shall supplement or amend these Terms of Use, but only with respect to the matters governed by the click-through agreement. If you do not agree to the additional terms, do not use or purchase the particular features to which the additional terms apply (if the terms are limited to specific features) or stop using the Services and terminate any related account. You may also be subject to additional terms and conditions from third parties that may apply when you purchase products or services or use or download software from third parties. You are solely responsible for reviewing and agreeing to such terms and conditions.

Termination

- These Terms of Use will continue until terminated. You may terminate these Terms of Use at any time and for any reason by deactivating your account and discontinuing your use of the Service, including but not limited to removing our mobile application(s) and other materials we have provided to you from all of your devices. We may also terminate or suspend your account or your use of the Service at any time and for any reason with or without notice and without liability, including if we reasonably believe that you have violated these Terms of Use, you have created any risks to Royole or we have decided to stop providing the Service.
- If your account is terminated or you delete any Content, we will make reasonable efforts to make such Content inaccessible. However, you acknowledge and agree that any such Content may be retained in caches or backups and that copies of or references to your Content may persist indefinitely due to the nature of the Service and the internet.

Disclaimer of Warranties

- ROYOLE MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO THE SERVICE, ANY CONTENT (INCLUDING USER COMMENTS AND ANY OTHER THIRD PARTY CONTENT) ON THE SERVICE, OR ANY PRODUCT OR SERVICE PROMOTED THROUGH THE SERVICE, INCLUDING BY A THIRD PARTY. THE SERVICE AND ALL OF ITS CONTENT ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ROYOLE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING BY STATUTE, CUSTOM OR COURSE OF DEALING, COURSE OF PERFORMANCE OR IN ANY OTHER WAY, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ROYOLE DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY, CORRECTNESS, RELIABILITY, COMPLETENESS OR USEFULNESS OF ANY

CONTENT APPEARING ON THE SERVICE, INCLUDING BUT NOT LIMITED TO ANY ENTERTAINMENT PROPERTY CONTENT.

Limitations of Liability

- UNDER NO CIRCUMSTANCES, SHALL ROYOLE, OR ITS SPONSORS, LICENSORS, OR SERVICE PROVIDERS, OR ANY OF ITS OR THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS (COLLECTIVELY, THE "**RELEASED PARTIES**"), BE LIABLE TO YOU OR ANY THIRD PARTY CLAIMING THROUGH YOU FOR ANY LOSSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICE, ITS CONTENT (INCLUDING USER COMMENTS), ANY PRODUCTS OR SERVICES MADE AVAILABLE THROUGH THE SERVICE, OR YOUR USE OF OR INABILITY TO USE THE SERVICE, INCLUDING ANY LOSS OR DAMAGE THAT MAY AFFECT YOUR COMPUTER EQUIPMENT, SOFTWARE, DATA OR OTHER PROPERTY ON ACCOUNT OF YOUR USE OF THE SERVICE OR YOUR DOWNLOADING OR STREAMING OF ANY MATERIAL FROM THE SERVICE.
- THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL LOSSES AND DAMAGES OF ANY KIND (WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, INCOME OR PROFITS), WHETHER THE CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL THEORY, EVEN IF AN AUTHORIZED REPRESENTATIVE OF ROYOLE OR ANOTHER RELEASED PARTY HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND WITHOUT REGARD TO THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES.
- IF ANY PART OF THIS LIMITATION OF LIABILITY IS FOUND TO BE INVALID, ILLEGAL OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF ROYOLE, ITS SPONSORS, LICENSORS, AND SERVICE PROVIDERS, AND ITS AND THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS, UNDER SUCH CIRCUMSTANCES TO YOU OR ANY PERSON OR ENTITY CLAIMING THROUGH YOU FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100.00). SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. ACCORDINGLY, SOME OF THESE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU. NOTHING IN THESE TERMS AND CONDITIONS SHALL LIMIT OR EXCLUDE LIABILITY FOR LOSSES OR DAMAGES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW.

Choice of Law, Jurisdiction and Venue

- These Terms of Use and the relationship between you and Royole shall be governed by and construed in accordance with the federal laws of the United States of America and the internal laws of the State of California, U.S.A., excluding conflict of laws provisions that would indicate the application of the laws of any other jurisdiction.
- The Service is available to users globally. If you are located outside the U.S., you (i) acknowledge and agree that these Terms of Use are only being offered in English, and that if there is any translation of these Terms of Use, the English version shall govern; (ii) consent to the transfer, storage and processing of your information, including any Content or personal information, in and to the United States ("**U.S.**") and/or other countries; and (iii) acknowledge and agree that Service derived or obtained from Royole

may be subject to the U.S. export laws and the export or import laws of other countries, and you agree to comply strictly with all such laws and, in particular, shall: (1) obtain any export, reexport, or import authorizations required by U.S. or your local laws; and (2) you understand that U.S. export control laws prohibit the export of certain technical data and software to certain territories, and that no software available from the Service may be downloaded or exported: (i) into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Sudan, Syria, or any other country to which the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders.

Statute of Limitations

- You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of our Service or these Terms of Use must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Dispute Resolution; Arbitration

- Dispute Resolution. If you have any dispute with us, you must first give us an opportunity to resolve the dispute by sending a written description of your claim to us at www.royole.com/support. We each agree to negotiate your claim in good faith. If we are unable to resolve the claim within 60 days after we acknowledge receipt of this claim description, you may pursue your claim in arbitration as described below.
- Binding Arbitration. We each agree that, except as provided below and to the extent permitted by law, any and all claims or disputes in any way related to or concerning these Terms of Use or our Service, will be resolved by binding arbitration. We each also agree that these Terms of Use affect interstate commerce so that the Federal Arbitration Act and Federal Arbitration Law apply. There is no judge or jury in arbitration, and court review of an arbitration award is limited. The arbitrator must follow these Terms of Use and can award the same damages and relief as a court (including attorneys' fees).
 - Arbitration. Any dispute relating to these Terms of Use or the Service that are not resolved by our dispute resolution process above may be resolved by binding arbitration to be held in San Francisco, California, in accordance with the rules then in effect of the American Arbitration Association. The parties will mutually agree on a single arbitrator. If the parties cannot mutually agree, the arbitrator will be appointed by the American Arbitration Association. The arbitrator may grant injunctions or other relief in such dispute or controversy. The decision of the arbitrator shall be final, conclusive and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court of competent jurisdiction. The party that does not prevail shall pay all of the costs and expenses of such arbitration, and each party shall separately pay its respective counsel fees and expenses. The arbitrator will not have the power to award damages in excess of the limitation on actual compensatory, direct damages set forth in these Terms of Use and may not multiply actual damages or award punitive damages or any other damages that are specifically excluded under these Terms of Use, and each party hereby irrevocably waives any claim to such damages.

- Class Action Waiver. We each agree that any proceedings, whether in arbitration or court, will be conducted only on an individual basis and not in a class or representative action or as a member in a class, consolidated or representative action. If a court or arbitrator determines in an action between you and us that this Class Action Waiver is unenforceable, the arbitration agreement will be void as to you.
- Jury Trial Waiver. If a claim proceeds in court rather than through arbitration, we each waive any right to a jury trial.
- Injunctive Relief. You agree that material breach of certain provisions in these Terms of Use will result in irreparable harm to Royole and damages would be an inadequate remedy. Therefore, in addition to its rights and remedies otherwise available at law, Royole will be entitled to equitable relief, including both a preliminary and permanent injunction, if such a breach occurs. You waive any requirement for the posting of a bond or other security if Royole seeks such an injunction.

General Term Disclosures

- The following provisions survive and will remain in full effect after termination or expiration of these Terms of Service: Restrictions on Use of the Service, Your Content, Royole Intellectual Property, Feedback, Copyright Policy, Disclaimer of Warranties, Limitations of Liability, Choice of Law, Jurisdiction and Venue, Statute of Limitation, Dispute Resolution; Arbitration and these General Term Disclosures.
- You must not assign or otherwise transfer the Terms of Use or any right granted hereunder. Any assignment or transfer in violation of this section shall be null and void.
- As used in these Terms of Use, the term "including" means "including, but not limited to." Section headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.
- Our failure at any time to require performance of any provision of these Terms of Use or to exercise any right provided for herein shall not be deemed a waiver of such provision or such right. If any provision of these Terms of Use is held to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions. The remaining provisions of these Terms of Use shall remain in full force and effect.
- These Terms of Use set forth the entire understanding and agreement between us and supersede all prior understandings and agreements between you and Royole with respect to the subject matter hereof.
- A printed version of these Terms of Use and of any notices given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Special Provisions Outside of the United States

Certain terms that apply only for users of [Europe](#) are available at royole.com/support. Please review those terms carefully if you reside in [Europe](#).

Contact Us

If you have any questions regarding these Terms of Use, please contact us by email: www.royole.com/support.

