

Rexalto Website Terms & Conditions

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1.0

TERMS OF USE

Welcome to Rexalto E-commerce platform (“Rexalto”), a software-based and staff-powered fleet management product used to manage and utilize vehicles as part of a vehicle subscription & rental service and functions rendered under the “Rexalto Mobility” uses, including but not limited to an inquiry submission, making Customer use requests, self-use subscriptions and booking, managing fleet inventory, or registering an account (the “Use”).

The Use is owned and operated by Rexalto Inc., a Delaware corporation, the “Company” or “Rexalto” or “We” or “Our”.

The content on the site is for informational purposes only and does not constitute an offer to purchase from you or sell to you, any motor vehicle displayed on the [site](#) (the “Site” or “Platform”).

We may change, update, or otherwise amend the Site at our absolute discretion and without notice.

You will be required to enter into a separate legal contract (the “Contract”) with Rexalto for the use of Rexalto’s SaaS services (the “SaaS Services”). In the event relevant portions of a Contract conflict between the Contract and these Terms, the relevant provisions of the Contract shall control.

Please read carefully the following Terms of Use (the “Terms”). By using, accessing, or applying to register to the Rexalto Platform and the Service, by any of the means acceptable to Rexalto, the customer (“Customer” or “You” or “Your”) agrees to be bound by these Terms.

ABOUT THE REXALTO PLATFORM

Rexalto Platform. The Rexalto Platform offers subscription management tools for Customers managing a fleet of automobile vehicles (each, a “Vehicle”, and collectively, the “Vehicles”), and providing Vehicle subscription services (the “Subscription Services”) to users (each, a “User”, and collectively, the “Users”).

Customer’s Account. Each Customer has an “Account” on the Rexalto Platform with which he or she can use the SaaS Services. Each Account is first and foremost accessible by the Account’s administrator (the “Admin User(s)”) and the Admin User is given access to tools for managing the Account itself.

REGISTRATION AND CREATION OF A REXALTO ACCOUNT

- If you are granted an account via the Site, you must provide us with accurate personal and contact information. You will only represent yourself and will not create false aliases or impersonate any other person (with or without their consent) while using the Site.
- You must maintain your username and password to access the Site. It is your responsibility to keep your username and password secure and you indemnify us for any loss or damage we suffer as a result of unauthorized access to your account. You are solely responsible for the use of your account, irrespective of who is utilizing it, whether with or without your permission.
- To use the Rexalto Platform, the Customer must have a contract to use the SaaS Services. Within the contract process, Rexalto may request additional information, documentation, and materials from the Customer, as it deems necessary, at its sole discretion.
- Without a contract, we are not obligated to admit the Customer to the Rexalto Platform. The Customer will have no plea, claim, or demand against Rexalto in connection with any decision we may or may not make regarding the Customer’s application or admission without a signed contract. Our decision is final and non-contestable. If we believe that the registration information that the Customer provided is false or not correct, current or complete, or if we believe that the Customer has violated these Terms, we reserve the right to suspend or terminate the Customer’s application to register to the Rexalto Platform. However, we have no obligation to verify the accuracy, correctness, or completeness of any

information that the Customer or others have provided nor are we liable for losses or any damage resulting therefrom. The Customer may not hold payments that Rexalto is entitled to due to such action by Rexalto.

Once The Contract Has Been Signed

- The Customer must ensure that whomever the Customer designates to use the Rexalto Platform as an Admin User or another User, fully complies with these Terms. The Customer is liable for all acts or omissions of the Admin Users and all Users in connection with the Rexalto Platform.
- Admin and Admin Users access the Rexalto Platform using their Account username and password. The Customer must make sure that the Admin and Admin Users change their passwords periodically. The Admin and Admin Users must maintain the confidentiality of their account login details.
- Rexalto shall not be responsible for the conduct and actions that the Admin User or other users engage in on the Account.

THIRD PARTIES

Integration with Third-Party Channels

- If the Customer wishes to connect its Account to a Third-Party Channel (each such interconnection is named an "Integration"), then the Rexalto Platform may need to change the email or other User credential for the Customer to use with each respective Third-Party Channel. The Rexalto Platform will then maintain the Integration with the Customer's account on the Third-Party Channel. To do this, the Customer may need to change the email address or other User credential that he or she has listed on the Third-Party Channel. Also, for the Rexalto Platform to operate properly, the Customer must keep its account on the Third-Party Channel connected to the Customer's Account on the Rexalto Platform.
- Rexalto is not responsible and accepts no liability, for any loss of data, reservations, or revenue due to the Customer's failure to keep his or her account on the Third-Party Channel connected to the Customer's Account on the Rexalto Platform. The Customer is exclusively responsible for all consequences of any failure.

- In some cases, the Rexalto Platform performs the Integration using “Channel Managers”, which are subject to their terms of use that the Customer is responsible for complying with. In those cases, we merely push the data through the relevant Channel Manager and pay the fees applicable to that Channel Manager according to the terms of the Rexalto Contract.
- Rexalto is not liable for any problems in the Customer’s Account on a Third-Party Channel, including response rate or the account being locked out. Payments to Third-Party Channels are at the Customer’s cost and responsibility (except in the case of Channel Managers, as shall be agreed upon under the Rexalto Contract).

Third-Party Use Providers. Rexalto shall not be responsible for Third-Party Use Providers, any and all communications, transactions payments, and engagements with Third-Party Use Providers, are exclusively between the Customer and the relevant Third-Party Use Provider. Rexalto shall not screen, endorse, or recommend Third-Party Use Providers and cannot confirm their professional qualifications, skills, licenses, or permits needed for their line of work, or that they are properly covered by insurance.

Payment Processing Uses. Our payment processing uses are provided by third parties, and it is offered to the Customer on an “as-is” and “as available” basis. Rexalto is not liable for any error or malfunction in such payment process use. The Customer is exclusively responsible for all tax filings and withholdings in connection with the collection of fees made through such payment process uses. The Payment Processor may charge additional transaction fees for the integration with the Customer’s Rexalto Account. We may deduct or withhold any amounts collected through the payment process used, to the extent we determine it to be necessary.

FEES AND PAYMENT TERMS

Use Fees. Use of the Rexalto Platform and the Add-On Uses is subject to the fees at the rates, packages, schemes, amounts, overage charges, and payment cycles agreed upon by the Customer and the Company under the Rexalto Contract.

Change of Fees. We may, from time to time, change the applicable fees, rates, packages, schemes, amounts, overage charges, and payment cycles. If we do so, we will put the Customer on notice of

such changes, but we will not radically change these matters in a way that adversely affects the Customer, without obtaining his or her consent.

Additional Fees. You may incur certain other fees or charges for your use of the Rexalto Platform and the Add-On Uses (the “Additional Fees”). Any Additional Fees will be agreed upon by the Customer and Rexalto.

Currency. Fees are chargeable in the currency specified on the Customer contract, but we reserve the right to offer those fees to be charged in other currencies. If we do so and the Customer opts to be charged in another currency, the Customer may be subject to additional exchange fees or commissions collected by the Customer’s payment method provider.

Exchange Rates. Exchange rates are determined by a reputable third-party provider and converted with the exchange rate applicable at the time the given reservation is made and is rounded up. Rexalto is not responsible and accepts no liability for the exchange rate used or currency conversion performed.

Payment Methods. The Customer must pay the applicable fees using one of the payment methods we support, such as a credit card. By providing the Customer’s payment information, the Customer gives his or her consent to being billed for the applicable fees, in addition to any applicable surcharges or commissions that may apply under the Customer’s agreement with his or her payment method provider. The Customer must keep the billing information that he or she provided to Rexalto current, complete, and accurate, and notify Rexalto promptly in case of any change in the billing information. The Customer will be invoiced by Rexalto and/or any of its subsidiaries. Depending on the payment method selected by the Customer, payments may be collected by the relevant third-party payment use provider and not necessarily directly by us, in which case we are not responsible for their mishandling of the Customer’s payment information or any related security breaches.

Refunds and Set-off. Except where we expressly agree otherwise, or as set out in these Terms or the terms applicable to any Add-On Uses, the Customer is not entitled to any refunds or reimbursements in connection with the Rexalto Platform, the Add-On Uses, or the applicable fees. In any event, the Customer is not entitled to a refund for partial use of the Rexalto Platform, any unused portion of the

Rexalto Platform, unused features of the Rexalto Platform, or for any period during which the Customer did not use or take advantage of the Rexalto Platform. Customers may not set off or deduct amounts from fees due to Rexalto.

Failure to Pay. Fees that we are unable to charge through the payment method the Customer provided, as well as payable fees for which the Customer has not provided a payment method, are deemed overdue. Failure to settle any overdue fee within seven (7) calendar days of its original due date constitutes a breach of these Terms, entitling Rexalto to suspend the Customer's Account. Failure to settle any overdue fees within ten (10) business days of its original due date constitutes a material breach of these Terms.

Late Payment. Without derogating from any other rights and remedies available to Rexalto under applicable law, overdue fees may accrue interest at the rate of five percent (5%) per month or part thereof, cumulative monthly on the linked capital from the due date until the date of actual payment. The Customer will reimburse Rexalto for all legal costs, chargebacks, chargeback fees, credit card commissions, and attorney fees we incur in the course of collecting overdue or disputed fees.

CANCELLATION OF THE REXALTO ACCOUNT

Duration

These Terms, including the Customer's right to use the Rexalto Platform and any Add-On Uses and our right to charge fees, will continue for any minimum term the Customer has agreed to as part of the Rexalto Contract, and thereafter until either we or the Customer terminates or cancels them as referred to in this section.

Termination by the Customer

The Customer may request to terminate these Terms and the Customer's Account by letting Rexalto know in writing and per the details of their Rexalto Contract.

Termination by the Company

In addition to any remedies that may be available to Rexalto under any applicable law, we may promptly temporarily, or permanently deny, limit, suspend, or terminate the Customer's Account,

prohibit the Customer from accessing the Rexalto Platform, and take technical and legal measures to keep the Customer off the Rexalto Platform, if we, in our reasonable discretion, determine that (i) the Customer abused the Customer's rights to use the Rexalto Platform; or (ii) the Customer materially breached these Terms; or (iii) the Customer performed any act or omission which is harmful or likely to be harmful to the Company, or any other third party, including other users of the Rexalto Platform.

Liability for Termination

We will not be liable to the Customer for terminating the Customer's Account or access to the Rexalto Platform under the provisions of these Terms.

Payments Upon Termination

Upon termination of the Customer's Account, the Customer must immediately settle all due fees and payments incurred up through the effective date of termination. The Customer will fully pay all fees applicable to all User reservations that were confirmed after the Customer's registration date to the Rexalto Platform (according to the applicable Pricing Model outlined in the Rexalto Contract). We may promptly charge the Customer for those fees and payments using the payment method the Customer provided.

Customer's Information and Data

We may permanently delete the Customer's Account on the Rexalto Platform, including all information and data it contains. Subject to the Customer's payment of all due fees and payments incurred up through the effective date of termination, we will export and make available to the Customer a copy of the information and data that the Customer's Account contains, as of the effective date of termination.

Survival

Provisions in these Terms that by their nature are intended to survive termination of these Terms will so survive, including the following sections: Important disclaimers, Fees, Privacy, Copyright policy Intellectual property, Termination, Disclaimer of Warranty, Limitation of Liability, Indemnification, Governing law and dispute resolution, and General.

OTHER FEATURES

API. The Rexalto Platform also offers API for the Customer to develop software and other uses utilizing the Rexalto Platform's features. The provisions in these Terms of Use apply to the APIs as they do to the Rexalto Platform. Any use of Rexalto API will be subject to the Contract and any relevant Terms covering the API.

New Features. The Company may offer to the Customer various new features and/or premium features to the Rexalto Platform that are not part of the Customer's Rexalto Contract and are not detailed in these Terms ("New Feature(s)"). Such new Features may be subject to additional terms and conditions (including additional fees).

CHANGES; TEMPORARY SUSPENSION

Changes; Temporary Suspension. We will make genuine efforts to notify the Customer ahead of time of any changes or temporary suspension, but cannot guarantee that we will do so. We may, at any time and without prior notice, change the layout, design, scope, features, or availability of the Rexalto Platform and Add-On Uses. Such changes, by their nature, may cause inconvenience or even malfunctions. THE CUSTOMER ACKNOWLEDGES AND AGREES THAT WE DO NOT ASSUME ANY RESPONSIBILITY CONCERNING, OR IN CONNECTION WITH THE INTRODUCTION OF SUCH CHANGES OR FROM ANY MALFUNCTIONS OR FAILURES THAT MAY RESULT THEREFROM.

Periodic Maintenance. We may suspend the operation of the Rexalto Platform or any Add-On Use, in whole, or part, for all users, or certain users, for periodic maintenance or similar purposes.

ACCEPTABLE USE

We may, from time to time, issue and notify the Customer of guidelines, rules, and instructions addressing, among other things, technical, business, marketing, and operational matters concerning the Rexalto Platform and its use. The Customer shall follow these guidelines and instructions.

When using the Rexalto Platform, the Customer and User must refrain from (i) breaching these Terms, Rexalto Contract terms, or any other applicable rules and instructions that we may convey

with respect to the use of the Rexalto Platform; (ii) engaging in any activity that constitutes or encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable law or regulations, including laws governing privacy, defamation, spam and intellectual property; (iii) interfering with, burdening or disrupting the functionality of the Rexalto Platform; (iv) breaching the security of the Rexalto Platform or identifying any security vulnerabilities in it; (v) circumventing or manipulating the operation or functionality of the Rexalto Platform, or attempting to enable features or functionalities that are otherwise disabled, inaccessible or undocumented in the Rexalto Platform;(vi) using or launching any automated system, including robots, crawlers and similar applications to collect and compile content from the Rexalto Platform; (vii) displaying the Rexalto Platform or any part thereof in an exposed or concealed frame, or linking to elements or portions of the Rexalto Platform, independently from the manner on which they originally appear or are made available through the Rexalto Platform; (viii) impersonating any person or entity, or making any false statement pertaining to the Customer's or User's identity, medical condition, agency or affiliation with any person or entity;(ix) collecting, harvesting, obtaining or processing personal information of or about other users of the Rexalto Platform; and/or (x) using the Rexalto Platform for any commercial or other purposes that are not expressly permitted by these Terms or in a manner that falsely implies Rexalto's endorsement, partnership or otherwise misleads others as to the Customer's or User's affiliation with Rexalto or in order to develop or create a similar or competitive use.

Without derogating from any of the above the Customer and User may not post or submit any information, or use the Rexalto Platform in conjunction with any materials, that: (i) may infringe or violate the rights of others, including a person's right to privacy, or otherwise cause harm to anyone; (ii) may depict or identify minors, their personal details, their address or ways to contact them; (iii) may include software viruses, spyware or any other malicious applications; (iv) may, through posting, publication, dissemination, or making available to the public, be prohibited by any applicable law, including court orders; (v) may be threatening, abusive, harassing, defamatory, libelous, vulgar, violent, obscene or racially, ethnically or otherwise objectionable; and/or (vi) may include unsolicited commercial communications ('spam'), chain letters, or pyramid schemes. If the Customer or User

finds any content on the Rexalto Platform that violates these Terms, please contact Rexalto at: dpo@rexalto.tech. We will review every request and take action as necessary. WE MAY EMPLOY TECHNOLOGICAL MEASURES TO DETECT AND PREVENT FRAUDULENT OR ABUSIVE USE OF THE REXALTO PLATFORM., UNDER OUR PRIVACY POLICY. WE MAY SUSPEND THE CUSTOMER'S ACCOUNT, OR BLOCK THE CUSTOMER'S ACCESS TO, AND USE OF, THE REXALTO PLATFORM, WITHOUT PRIOR NOTICE, IF WE, IN OUR SOLE DISCRETION, REASONABLY BELIEVE THAT THE CUSTOMER HAS MISUSED THE REXALTO PLATFORM.

TAXES

Rexalto's fees do not include VAT or sales tax, or any other tax that may be applicable. If these taxes apply, the Customer will be charged accordingly, and the Customer consents to those charges.

The Customer is solely responsible for completing and filing all tax forms, declarations, and submissions to the tax authorities as required by the tax laws applicable to the Customer and for paying all applicable taxes in connection with the Customer's Vehicles and the income the Customer generates from them.

REGULATION AND CUSTOMER DATA

Personal Data. You as a result of this instruct Rexalto to process any and all Users and other personal data elements that you choose to make available to or through the Uses or that you otherwise share with Rexalto to provide you with and improve the Uses (hereinafter "Personal Data"). When Rexalto follows these instructions, it is operating as the Data Processor. You are the Data Controller who determines which Personal Data elements are relevant, and based on that analysis you decide in your sole discretion which Personal Data elements to make available to or through the Use or otherwise share with Rexalto. In these situations, Rexalto processes the Personal Data on your behalf. The Customer also provides permission to Rexalto to use sub-processors of personal data to provide you with and improve the Uses. Our Data Processing Addendum is incorporated into these Terms by reference.

GDPR. You shall have sole responsibility for compliance with various data protection regulations including without limitation, the GDPR. You should satisfy the data subjects' rights such as modification, transfer, deletion, consent for marketing activities, etc. regarding the personal data by using the tools Rexalto Platform provides. Rexalto should not be liable for any failure of the Customer to comply.

Personal Data Compliance. The Customer shall have sole responsibility for compliance with all relevant regulations governing the use and protection of any personal data stored by it outside the Platform. Rexalto will not be liable for any failure of the Customer to comply. Rexalto requires, and you hereby warrant and represent, that any Personal Data you submit to Rexalto to or through the Uses, or during or in connection with your use of the Uses, has not been collected, stored, and transferred to Rexalto in violation of any law, regulation, or contractual obligation applicable to you. You shall have sole responsibility for the accuracy, quality, and legality of the data and how you acquired the Personal Data.

Information and Content. Rexalto shall not be responsible for any inaccurate, incorrect, or misleading information that the Customer, the Admin Users, or other users provide to its users. Rexalto shall also not be responsible for any such information that the Rexalto Platform provides to Users based on information or data that originates from the Customer, Admin Users or other users, Third Party Channels, or Third-Party Use Providers. The Customer shall be solely responsible for any content it provides, publishes, transmits, displays, or otherwise communicates through the Rexalto Platform and for the consequences associated with doing so.

Third-Party Channels. Rexalto shall not be responsible for the completeness, accuracy, legality, or reliability of the data that originates or is imported from Third-Party Channels.

Rexalto Platform Compliance. The Customer shall be the sole responsible for the Customer's compliance, or non-compliance, with all requirements under any law or regulation regarding Customer's use of the Rexalto Platform.

Marketing Activities. The customer shall conduct its marketing activities in compliance with all laws and regulations. Rexalto provides the tools to collect online consent from relevant data subjects for marketing activities. Rexalto should not be liable for any failure of the Customer to comply.

Account Data Backups. Although we use advanced methods to store, backup, and maintain the Customer's Account data we do so as a mere courtesy to the Customer and the Customer remains exclusively responsible for maintaining his or her backups.

PRIVACY AND COPYRIGHT POLICIES

Privacy Policy. We respect the Customer's and User's privacy. Our [Privacy Policy](#) (the "Policy"), which is incorporated into these Terms by reference, explains the privacy practices on the Rexalto Platform. We may revise our Privacy Policy, in whole, or in part, at any time, by continuing to use the Rexalto Platform and Rexalto uses you agree that you have read our updated Privacy Policy and that your use is subject to it.

Copyright Policy. Requests to remove content due to alleged copyright infringement must be made under these Terms. After receiving a request to remove or re-post content on the Rexalto Platform, we will review the request and take action as reasonably necessary to comply with applicable copyright laws and regulations.

INTELLECTUAL PROPERTY

General. The Rexalto Platform is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Rexalto Platform is made available for use and access, not sold or licensed.

Exclusive Intellectual Property Rights. All rights, title, and interest in and to the Rexalto Platform, including without limitation, patents, copyrights, trademarks, trade names, use marks, trade secrets, and other intellectual property rights and any goodwill associated in addition to that (but excluding any content the Customer submits to the Rexalto Platform and any content imported from third-

party sources), are the exclusive property of Rexalto and its licensors. This includes the Website's design, graphics, computer code, domain name, and "look and feel".

Limitations. The Customer may not, either by itself or by a third party on the Customer's behalf, copy, distribute, display, or perform publicly, sublicense, decompile, disassemble, reduce to human-readable form, execute publicly, make available to the public, adapt, make commercial use of, process, compile, translate, sell, lend, rent, reverse engineer, combine with other software, modify or create derivative works of the Rexalto Platform or any part thereof, in any way or by any means. The Customer may not use Rexalto's name, mark(s), logo(s), or domain name, or any other name, mark(s), logo(s), or domain name that is similar thereto. The Customer must refrain from any action or omission that may dilute, or damage our goodwill.

AMENDMENTS TO THE TERMS

General Amendments. We may revise these Terms, in whole, or in part, at any time, and from time to time. By continuing to use Rexalto Platform and Rexalto uses you agree that you have read our updated Terms of Use and that your use is subject to it. In case of legal requirement or necessity, we may also introduce immediate changes to these Terms. The latest version of the Terms and its effective date will always be accessible on the Use.

Changes to the "Fees and Payment Terms" and "Acceptable use". Be advised, however, that issuance of guidelines, rules, and instructions regarding the Rexalto Platform (as set out in the section titled "Acceptable use" above), as well as material changes to the applicable fees (as set out in the section titled "Fees" above), are not subject to the rules on revisions to the Terms which are described in this section. Material changes on these matters will be made with notice to you, and your continued use of the Rexalto Platform following such changes constitutes your acceptance of those changes.

IMPORTANT DISCLAIMERS

Rexalto's role. The Rexalto Platform does not manage the Vehicles, the Customer does. We and our personnel do not ordinarily operate, control, own, possess, access, manage, supervise, or oversee

the Vehicles. Additionally, we do not guarantee any expected business outcomes or earnings from using the Rexalto Platform.

Our Customers' Vehicles and Users. Rexalto is not a party to any engagements, transactions or dealings between the Customer and its Users and it shall not be responsible for: (i) the Vehicles, their condition, quality, suitability and safety for Users, the legality of renting them out to Users, the maintenance of Vehicles or the provision or replenishment of supplies in Vehicles or for any thefts, break-ins or vandalism at or to the Vehicles, or any other conduct or misconduct taking place in the Vehicles; (ii) Customers' policies regarding Users' use of the Vehicle cancellation and refunds for Users or prospective Users, and the legality of the policies that the Customer establishes; (iii) Customers' insurance coverage such as for damage to Vehicles and User injuries; (iv) actions of the Customer's Users or prospective Users, be it with respect to the conduct they engage in in the Vehicles, their failure to pay or settle amounts due, the reviews they (or anyone else) post, or any other aspect of their dealing with the Customer; (v) any injuries that Users or other third parties sustain on the Vehicles.

Rexalto's Platform and Add-On Uses. Rexalto does its best to have backups and provide uptime 24/7. The availability, quality, and functionality of the Rexalto Platform and Add-On Uses depend on various factors, including software, hardware, and communication networks, which are provided by third parties. These factors are not fault-free. We do not guarantee that the Rexalto Platform or add-On Uses will operate without disruption, errors, or interruptions, or that they will be accessible, or available at all times or immune from errors or glitches. We will not be held liable to the Customer for such eventualities.

DISCLAIMER OF WARRANTY

THE REXALTO SITE, PLATFORM, AND ADD-ON USES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND. WE AND OUR AFFILIATES, AND OUR AFFILIATES' EMPLOYEES, DIRECTORS, OFFICERS, SUBCONTRACTORS, AGENTS AND REPRESENTATIVES (COLLECTIVELY, "PERSONNEL") DISCLAIM ALL REPRESENTATIONS, WARRANTIES, GUARANTEES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED,

WITH RESPECT TO THE REXALTO SITE, PLATFORM AND ADD- ON USES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, QUALITY, NON- INFRINGEMENT, TITLE, COMPATIBILITY, PERFORMANCE, SECURITY, ACCURACY, ENHANCED GOODWILL OR EXPECTED BENEFITS. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING STATEMENTS REGARDING CAPACITY, SUITABILITY FOR USE OR PERFORMANCE OF THE REXALTO SITE, PLATFORM AND ADD-ON USES, WHETHER OR NOT MADE BY ANY OF OUR PERSONNEL, WHICH IS NOT EXPRESSLY CONTAINED IN THESE TERMS, SHALL BE DEEMED TO BE A WARRANTY BY US, OUR AFFILIATES, OR THE PERSONNEL FOR ANY PURPOSE, OR GIVE RISE TO ANY LIABILITY OF OURS, OUR AFFILIATES, OR THE PERSONNEL WHATSOEVER. ALL OF THE DISCLAIMERS CONTEMPLATED UNDER THESE TERMS INCLUDING THE DISCLAIMERS SET OUT UNDER THE SECTION TITLED "IMPORTANT DISCLAIMERS" ABOVE ARE INCORPORATED BY REFERENCE INTO THIS SECTION AS WELL.

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE, OUR AFFILIATES, AND THE PERSONNEL, SHALL NOT BE LIABLE TO THE CUSTOMER FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, STATUTORY, INCIDENTAL OR CONSEQUENTIAL DAMAGE, LOSS OF PROFIT, LOSS OF DATA, LOSS OF BUSINESS OPPORTUNITIES, AND ANY INTANGIBLE OR ECONOMIC LOSS, WHETHER BASED ON TORT, NEGLIGENCE, OR ANY OTHER THEORY OF LIABILITY, WHERE SUCH ARISES FROM OR IN CONNECTION WITH: (A) THE REXALTO SITE, PLATFORM AND ADD-ON USES, (B) THE USE OF OR THE INABILITY TO USE THE REXALTO, SITE PLATFORM AND ADD-ON USES, (C) THE CUSTOMER'S ACCOUNT, (D) THIRD PARTY CHANNELS OR THIRD PARTY USE PROVIDERS, (E) GUESTS' CONDUCT OR MISCONDUCT, (F) USERS' USE OF THE REXALTO PLATFORM AND ADD-ON USES, (G) THE CUSTOMER'S RELIANCE UPON OR THE EXPECTED OUTCOME OR BENEFITS FROM THE REXALTO SITE, PLATFORM AND ADD-ON USES, (H) ANY FAILURE, ERROR, OR BREAKDOWN IN THE FUNCTION OF THE REXALTO PLATFORM AND ADD-ON USES, (I) ANY FAULT, OR ERROR MADE BY OUR PERSONNEL, (J) DENIAL OR CANCELATION OF THE CUSTOMER'S ACCOUNT, OR (K) FROM RETENTION, DELETION, DISCLOSURE AND ANY OTHER USE OR LOSS OF DATA ON THE REXALTO PLATFORM AND ADD-ON USES. IN ADDITION, WE AND OUR PERSONNEL SHALL NOT BE LIABLE TO

THE CUSTOMER FOR ANY DAMAGE ARISING FROM EVENTUALITIES DISCLAIMED UNDER THESE TERMS INCLUDING UNDER THE SECTION TITLED "IMPORTANT DISCLAIMERS" ABOVE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OUR TOTAL, MAXIMUM AND AGGREGATE LIABILITY TO THE CUSTOMER FOR ANY LIABILITY UNDER THESE TERMS SHALL BE LIMITED TO THE AMOUNTS THE CUSTOMER PAID REXALTO (IF ANY) IN THE THREE MONTHS PRECEDING THE EVENT PURPORTEDLY GIVING RISE TO THE LIABILITY. THIS AMOUNT LIMITATION SHALL NOT APPLY IN THE EVENT THAT THE LIABILITY WAS CAUSED BY OUR WILLFUL MISCONDUCT.

INDEMNIFICATION

To the maximum extent permitted by law, the Customer will indemnify, defend, and hold harmless, Rexalto, its affiliates, their users and partners, and the Personnel at the Customer's own expense and immediately after receiving written notice thereof, from and against any damages, losses, costs, and expenses, including attorney's fees and legal expenses, resulting from any plea, claim, allegation or demand, arising from, or in connection with the Customer's or User's use of the Rexalto Platform or Add-On Uses, the Customer's or User's breach of the Terms, the Customer's or User's violation or infringement of any other person's rights, the Customer's or User's communications through the Rexalto Platform or Add-On Uses, or the eventualities disclaimed under this Terms including under the section titled "Important disclaimers" above.

GENERAL

Whenever used in these Terms, the term "Including", or "Such as", whether capitalized or not, means without limitation to the preceding phrase. All examples and e.g. notations are illustrative, not exhaustive.

Entire Agreement. These Terms constitute the entire agreement between the Customer and Rexalto concerning the subject matter herein and supersede all prior and contemporaneous negotiations and oral representations, agreements, and statements.

Waiver and Modification. No waiver, concession, extension, representation, alteration, addition, or derogation from these Terms by us, or according to these Terms, will be effective unless consented

to explicitly and executed in writing by our authorized representative. Failure on our part to demand performance of any provision in these Terms shall not constitute a waiver of any of our rights under these Terms.

Successors and Assigns. These Terms are personal to the Customer, and the Customer may not assign, delegate, or transfer the Customer's rights and obligations under these Terms without our prior written consent. Any attempted or actual assignment by the Customer, without our prior consent, shall be null and void (i.e., have no effect).

We may assign our rights and responsibilities under these Terms or transfer them entirely to a third party (in each case including all rights, duties, liabilities, and obligations therein), upon notice to the Customer, if we are subject to a major corporate transaction such as a merger, acquisition, change of control, or the sale of all or substantially all of our equity or assets.

We may also assign and delegate any or all of our rights and obligations under these Terms or transfer them entirely to one or more of our subsidiaries (i.e., affiliate companies), without providing prior notice to the Customer.

Severability. If any provision of these Terms is held to be illegal, invalid, or unenforceable by a competent court or arbitration tribunal, then the provision shall be performed and enforced to the maximum extent permissible by law to reflect as closely as possible, the original intention of that provision, and the remaining provisions of these Terms shall continue to remain in full force and effect.

Contact Us. The Customer and User may contact Rexalto with any questions or comments at: info@rexalto.tech.