

RANGO TERMS OF USE

Last Updated: December 15, 2021

Welcome and thank you for your interest in RANGO! These Terms of Use ("Agreement") describe the terms and conditions applicable to your use of RANGO.com ("Site"), the cancer case management service ("case management") and the RANGO mobile application ("Mobile App") (collectively "Services"). The Site and Mobile App are owned and operated by RANGO, and its affiliates and subsidiaries (collectively "we", "us", or "RANGO").

In this Agreement, we refer to you as "you" or "Customer". (RANGO and Customer are each individually called "Party" or collectively as "Parties").

By accessing or using the Services, including access of the Site, you intend and expressly agree to be bound by all the terms and conditions of this Agreement and the Privacy Policy (available at RANGO.com/privacy-policy), which is incorporated by reference. If you do not agree to these terms and conditions, you may not use the Services.

Access and Use

RANGO grants you a limited license to access the Site subject to this Agreement. If you choose to subscribe to and use the Mobile App, RANGO further grants you a license to access and use the Services, subject to and conditioned upon your compliance with this Agreement, the Privacy Policy, and any other rules and requirements communicated to you by RANGO, including your payment of any applicable fees. You acknowledge and agree that RANGO may modify, update, and otherwise change the Services at any time and in its sole discretion.

You represent and warrant that you are at least 18 years of age and have the legal authority to accept this Agreement on your behalf or on behalf of any party you represent. You alone are responsible for your activities and interaction with the Services.

You shall not use the Services for any purposes beyond the scope of the access granted in this Agreement. You shall not at any time, directly or indirectly, and shall not permit any third-party to: (i) copy, modify, or create derivative works of the Services, in whole or in part; (ii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any Mobile App component of the Services, in whole or in part; or (iii) use the Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any

person (including but not limited to web scraping), or that otherwise violates any law, regulation, or other legal requirement.

Purchases are intended for you as the end user only and are not authorized for resale, without RANGO's express authorization. We reserve the right to refuse or cancel your order if we suspect you are purchasing Services for resale. Title for Products purchased from RANGO passes to you at the time of delivery by RANGO or our designated carrier.

Except for the limited license to access the Site and Mobile App identified above, you acknowledge that nothing contained in this Agreement shall be construed as granting or conferring, by implication, estoppel, or otherwise, any right, title, or interest to any intellectual property, including any (i) inventions (whether patentable or not in any country), patents, patent applications, invention disclosures, improvements, trade secrets, proprietary information, know how, information, or technical data; (ii) copyright protected works, copyright registrations, mask works, mask work registrations, or applications in the United States or any foreign country; (iii) trademarks, trademark registrations, service marks, logos, or applications therefor in the United States or any foreign country; (iv) trade secrets; or (v) any other tangible or intangible proprietary rights anywhere in the world.

You acknowledge and agree that at times the Services may be inaccessible or inoperable for any reason whatsoever, including, without limitation: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which RANGO may undertake from time to time without notice to you; or (iii) causes which are beyond the control of RANGO or which are not reasonably foreseeable.

Notwithstanding anything to the contrary in this Agreement, RANGO may temporarily suspend access to the Services provided to you and any other third-party for security purposes, to prevent illegal or fraudulent activity, to comply with the requests of any legal agency or government entity, or if you violate the Agreement or the Privacy Policy.

RANGO may from time to time and in its sole discretion engage other service providers to assist in the performance of the Services, such as web hosting providers, payment processors, and other third-parties. You shall abide by the terms of use and other requirements associated with the services provided by such third-parties in connection with the Services.

Customer Responsibilities

You acknowledge that you are solely responsible and liable for your use of the Services, directly or indirectly, including understanding whether such access or use is permitted by or in violation of this Agreement. You are further solely responsible for compliance with all applicable laws relating to your use

of the Services. You shall further use the Services solely for lawful purposes, and shall conduct all business through the Services in accordance with all applicable laws and regulations, including but not limited to all applicable federal and state laws and regulations governing the offer and sale of securities, money laundering, and counter-terrorism.

You alone are responsible for ensuring and maintaining that you are able to access and use the Services, including by securing your own compatible hardware, Mobile App, internet access, security Mobile App, backup devices or services, and any other requirements. RANGO shall have no responsibility to provide any additional Mobile App or hardware. You further agree that RANGO shall have no responsibility for any data loss or other damage or loss suffered in connection with your use of the Services, including any failure to provide adequate security or backup devices or services.

You are responsible for ensuring RANGO has accurate and current information for your Customer account, including current contact and payment information. You are further responsible for regularly reviewing the associated Customer email account for any communications from RANGO.

If you are provided with a username, password, credentials file, or any other piece of information as part of any security procedure ("Credentials"), you must treat such information as confidential, and must not disclose Credentials to any other person or entity. You acknowledge that your account and Credentials are personal to you, and further agree not to provide any other person with access to the Services or portions of the Services using your username, password, or other security information. You shall notify RANGO immediately of any unauthorized access to or use of your Credentials or any other breach of security. RANGO has the right to disable any username, password, credentials file, or other identifier at any time, whether chosen by you or provided by RANGO.

RANGO shall make commercially reasonable efforts to provide adequate support services for the Services. Notwithstanding the foregoing, this Agreement does not entitle you to any guaranteed level, availability, or turnaround time of support services for the Services.

Payment and Fees

Paid Services include the Services, which may be one-time purchases or automatically renewing subscription services ("Paid Services"), including our Site and Mobile App ("Subscriptions"). We may make changes to, suspend, or discontinue Paid Services at any time for any reason, and RANGO reserves the sole discretion to determine which Services or portions thereof require payment.

You agree to pay all applicable fees for Paid Services including, without exclusion, any monthly subscription fees, user fees, and offering fees and any other fees, charges, or costs that you agree to

purchase as part of the Paid Services during the checkout process (“Fees”). You agree to pay all Fees and all applicable taxes incurred prior to termination or cancellation of the Agreement.

You authorize RANGO to charge your designated payment method for Paid Services. By providing an acceptable payment method, you represent and warrant that you are authorized to use the designated payment method and that you authorize us or our third-party payment processor to charge your payment method for the total amount of your purchase, including any applicable taxes and other charges. If the payment method cannot be verified, is invalid, or is otherwise not acceptable, your Paid Service may be suspended or canceled. You must resolve any problem we encounter in relation to the payment method you provide in order to proceed with your use of the Service. If you accept a promotional offer or make changes to your Paid Services, the Fees, taxes, and amounts billed may vary. Billing amounts may also vary due to changes in applicable taxes or currency exchange rates. You authorize us or our third-party payment processor to charge your payment method for the corresponding amount. Refunds will not be issued unless required by law. This payment obligation shall survive termination or cancellation of this Agreement for any reason whatsoever.

Subscriptions

Certain Paid Services are subscription-based purchases, to which the following terms apply:

Your Subscription term may vary as a continuous, monthly, or annual term (“Subscription Term(s)”), as described in the course of purchasing the Paid Services. Your Subscription will auto-renew for additional Subscription Terms until your Subscription is cancelled by you, or suspended or terminated by RANGO. Unless otherwise indicated by us, your designated payment method will be charged prior to, or at the beginning of, each Subscription Term for the Subscription fee plus any applicable taxes and other charges. Before charging you for a Subscription Term, we will notify you of the applicable fees, and the renewal will occur at the price then in effect for the Paid Service.

You may cancel your Subscription at any time. Your cancellation will take effect at the end of the current Subscription Term. To cancel your subscription and automatic payment, email us at info@Rango.com. Cancellation does not entitle you to the refund of any previously paid Fees and you will not receive a prorated refund for the remainder of the Subscription Term.

When you cancel a Subscription, you cancel only future charges for your Subscription. You will not receive a refund for the current Subscription Term you paid for, but you will continue to have full access to that Subscription until the end of that current Subscription Term. At any time for any reason, we may provide a refund, discount, or other consideration (“credits”) to some or all of our users. The amount and form of such credits, and the decision to provide them, are at our sole and absolute discretion. The

provision of credits in one instance does not entitle you to credits in the future for similar instances, nor does it obligate us to provide credits in the future.

If you reside outside the United States and change your mind about your purchase, you may be entitled to receive a full refund within fourteen (14) days (“Cooling-Off Period”), provided that you have not logged in or otherwise redeemed or started to use the Services as a subscriber during the Cooling-Off Period.

From time to time, we may offer free trials of certain Subscriptions for specified periods of time without payment. Prior to starting your free trial we will notify you of the applicable Subscription fees that will be charged at the expiration of your free trial. Unless you cancel your Subscription prior to the end of your free trial by taking the steps outlined above, when your free trial ends, we or our third-party payment processor will bill your designated payment method on a recurring basis for your Subscription fee, plus any applicable taxes and other charges, for as long as your Subscription continues. You must cancel your Subscription before the end of your free trial period to avoid any charges. Instructions for canceling your Subscription are described above.

Your payment information will be processed and stored through a third-party payment processor. All paid account holders must maintain at least one valid payment method for payment of Fees, which are described in more detail during checkout. All Fees are calculated and billed to you on a monthly or annual basis depending upon your choice, and are due immediately upon receipt and are subject to change. You acknowledge that Fees have a recurring payment feature and you accept responsibility for all recurring charges prior to cancellation. Fees shall be charged or debited from the saved, designated payment method you provide one day prior to the monthly or yearly anniversary of the initial purchase date.

RANGO reserves the right to adjust the Fees for our Paid Services, or any features or parts of our Paid Services, at any time. You acknowledge that RANGO may change the Fees for Paid Services at any time. In the event of such a change, RANGO will provide notice to you via the email address associated with your account at least thirty (30) days in advance of the effective date of the change. Your continued use of the Services indicates your acceptance of any changes to the Fees. You are solely responsible for all applicable taxes, and will be charged for taxes when required by law.

Data and Communications

RANGO may collect and process information regarding your usage of the Services. You consent to RANGO’s collection and use of such information, as well as the sharing of such information with third-party service providers for purposes of providing, marketing, and improving the Services, and any other

reason described in the Privacy Policy. All personal information collected by RANGO is treated in accordance with the Privacy Policy.

By agreeing to the terms and conditions in this Agreement and providing your contact information to RANGO, you give your express consent to allow RANGO, its affiliates, and agents to contact you from time to time at any mailing address, phone number, or email address you provide to RANGO. Your consent means you agree to be contacted by RANGO and its service providers via phone, email, text message, or other means for any purpose, including but not limited to notifications related to the Services and your account, subscriptions, purchases, available upgrades, billing and payment processing issues, and telemarketing communications. Such authorized communications may include use of automated dialing technology or the use of pre-recorded messages. You are responsible for any charges that may be billed to you by your service provider(s) when we contact you. You further acknowledge that your consent to the foregoing is not a condition of using the RANGO Services, and if you do not wish to consent, you may contact us and request to be placed on a do not contact list, or you may opt out at any time using the opt-out mechanism provided in any such communications.

RANGO disclaims all liability under this Agreement for any information you provide to RANGO that may constitute electronic patient health records or similar information supplied by you or an end user, notwithstanding anything to the contrary in this Agreement or as otherwise required by any applicable federal, state, or international laws, rules, or regulations.

Intellectual Property Rights

RANGO is a trademark of RANGO. RANGO Content, RANGO Products, RANGO features and Services, and our underlying technology are protected by copyright, trademark, patent, intellectual property, and other laws of the United States and foreign countries. All rights reserved. You are not granted, by implication or otherwise, any license or right to use any marks appearing on, or used or displayed in connection with, the Services ("Trademarks"). The Services may also contain or refer to third-party trademarks, trade names, product names, and logos that may be registered trademarks of their respective owners. Under no circumstances may you use or copy any of the Trademarks. Nothing herein should be construed as granting any license or right to use any Trademarks displayed in connection with the Services without RANGO's express written permission.

All content provided in association with the Services and this Agreement, including, but not limited to, the Site, the Product, the Mobile App, all text, graphics, user interfaces, visual interfaces, photographs, images/video, electronic art, sounds/audio, data, communications programs, executable code, computer code, and data (collectively "Content") formatted, organized, and collected in a variety of forms, including design, structure, selection, coordination, expression, "look and feel," arrangement, layouts, pages, screens, and databases of such Content, contained in the Content, Services, and underlying technology, and any and all other copyright-protected work associated with the Services ("Copyrighted

Works”), are exclusively owned, controlled, or licensed by or to RANGO and are protected by U.S. and international copyright laws. You agree you will not directly or indirectly copy, reproduce, modify, create derivative works from, distribute, or publicly display the Copyrighted Works without the prior express written permission of RANGO.

If you provide any communications or materials to RANGO by mail, email, telephone, or otherwise, suggesting or recommending changes to the Services, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like (“Feedback”), RANGO is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. RANGO is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although RANGO is not required to use any Feedback.

RANGO respects the intellectual property rights of others and it is our policy to expeditiously process and review notices of claimed infringement of copyright or other applicable intellectual property laws. Any notices of claimed infringement should be sent to RANGO’s Designated Agent at info@Rango.com, and must contain all of the following: (i) a signature (physical or electronic) of the copyright owner or a person authorized to act on behalf of the copyright owner; (ii) a description of the copyrighted work that you claim has been infringed; (iii) a description of the material that you claim is infringing and is to be removed or have access to same disabled, and information sufficient to permit RANGO’s administrators to locate the material; (iv) information sufficient for us to contact you, such as address, telephone number, and email address; (v) a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (vi) a statement that the information in the notification is accurate and, under penalty of perjury, that you are the copyright owner or are authorized to act on behalf of the owner of a copyright that is allegedly infringed.

Warranty Disclaimer

THE SERVICES ARE PROVIDED TO YOU “AS IS WITH ALL FAULTS” AND “AS AVAILABLE” WITHOUT WARRANTY OF ANY KIND, AND RANGO AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, PARTNERS, AND LICENSORS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SERVICES WHETHER EXPRESS OR IMPLIED AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, AND NON-INFRINGEMENT. RANGO DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SERVICES, THE AVAILABILITY OF CONTENT, THAT THE FUNCTIONS CONTAINED IN THE SERVICES WILL MEET YOUR REQUIREMENTS, THAT THE SERVICES WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS IN THE SERVICES WILL BE CORRECTED, OR THAT THE FUNCTIONS CONTAINED IN THE SERVICES WILL FUNCTION WITH OTHER MOBILE APPS OR HARDWARE, OR WITHIN A SYSTEM. NO ORAL OR WRITTEN INFORMATION OR ADVICE

GIVEN BY RANGO OR AN RANGO AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION MAY NOT APPLY.

Limitation of Liability

IN NO EVENT WILL RANGO, ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, PARTNERS, AND LICENSORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SERVICES OR ANY CONTENT ASSOCIATED WITH THE SERVICES, OR SUCH OTHER SITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF BUSINESS OPPORTUNITY, BUSINESS INTERRUPTION, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE. THESE EXCLUSIONS OR LIMITATIONS WILL APPLY REGARDLESS OF WHETHER OR NOT RANGO HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. TO THE EXTENT LIABILITY CANNOT BE EXCLUDED OR LIMITED AS SET FORTH ABOVE, IN NO EVENT SHALL RANGO BE LIABLE FOR ANY CLAIM, WHETHER IN CONTRACT, TORT, OR UNDER ANY OTHER THEORY OF LIABILITY, IN EXCESS OF \$100.

Precautions

THE SERVICES ARE NOT A MEDICAL DEVICE AND YOU EXPRESSLY AGREE THAT THE SERVICES DO NOT INVOLVE THE PROVISION OF MEDICAL ADVICE BY RANGO. THE SERVICES ARE NOT INTENDED TO DIAGNOSE, TREAT, CURE, OR PREVENT ANY DISEASE OR MEDICAL CONDITION. THE SERVICES ARE FOR INFORMATIONAL PURPOSES ONLY AND CANNOT REPLACE THE SERVICES OF PHYSICIANS OR MEDICAL PROFESSIONALS.

THE SERVICES, INCLUDING ALL INFORMATION, TEXT, PHOTOGRAPHS, IMAGES, ILLUSTRATIONS, GRAPHICS, AUDIO, VIDEO, AND AUDIO-VIDEO CLIPS, AND OTHER MATERIALS, WHETHER PROVIDED BY US OR THIRD PARTIES, IS NOT INTENDED TO BE AND SHOULD NOT BE USED IN PLACE OF (a) THE ADVICE OF YOUR PHYSICIAN OR OTHER MEDICAL PROFESSIONALS, (b) A VISIT, CALL, OR CONSULTATION WITH YOUR PHYSICIAN OR OTHER MEDICAL PROFESSIONALS, OR (c) INFORMATION CONTAINED ON OR IN ANY PRODUCT PACKAGING OR LABEL.

SHOULD YOU HAVE ANY HEALTH-RELATED QUESTIONS, PLEASE CALL OR SEE YOUR PHYSICIAN OR OTHER

MEDICAL PROVIDER PROMPTLY. SHOULD YOU HAVE AN EMERGENCY, CALL YOUR PHYSICIAN OR 911 IMMEDIATELY. YOU SHOULD NEVER DISREGARD MEDICAL ADVICE OR DELAY IN SEEKING MEDICAL ADVICE BECAUSE OF ANY INFORMATION PRESENTED ON THE SERVICES, AND YOU SHOULD NOT USE THE SERVICES OR ANY INFORMATION PROVIDED IN THE SERVICES FOR DIAGNOSING OR TREATING A HEALTH PROBLEM. THE TRANSMISSION AND RECEIPT OF SERVICES, IN WHOLE OR IN PART, OR COMMUNICATION VIA THE INTERNET, EMAIL, OR OTHER MEANS DOES NOT CONSTITUTE OR CREATE A DOCTOR-PATIENT, THERAPIST-PATIENT, OR OTHER HEALTHCARE PROFESSIONAL RELATIONSHIP BETWEEN YOU AND RANGO.

You should always consult a physician before making any changes to your treatment or activity based on information provided through the Services, or if you have any questions regarding a medical condition. RANGO is not responsible for any health problems that may result from information you learn about through the Services. If you make any change to your treatment or activity based on the Services, you agree that you do so fully at your own risk. It is important to be sensitive to your body's responses. For example, if you feel unexpected, repeating, or long-term pain, or fatigue or discomfort due to having made changes to your treatment or activity, it is recommended that you consult a physician before continuing with such changes. The information in the Services may be misleading if your physiological functions and responses differ significantly from population averages due to medical conditions or rare natural differences.

The Services may provide links to other websites maintained by third parties. You acknowledge and agree that such links are provided for your convenience only and do not reflect any endorsement, affiliation, relationship, or sponsorship by RANGO with respect to the provider of such linked site or the quality, reliability, or any other characteristic or feature of such linked site. You further acknowledge and agree that RANGO is not responsible in any manner (including without limitation with respect to any loss or injury you may suffer) for any matter associated with the linked site, including without limitation, the content provided on or through any such linked site or your reliance thereon. In addition, you should be aware that your use of any third party site is subject to the terms and conditions applicable to that site, including the privacy policies (or lack thereof) of such site. If a third party links to the Services, it is not necessarily an indication of endorsement, affiliation, relationship, or sponsorship by or with RANGO. RANGO may not even be aware that a third party has linked to the Services.

Any other content not owned by RANGO is owned by its respective owner. You acknowledge and agree that such content is provided by its owner and does not reflect any endorsement, affiliation, relationship, or sponsorship by RANGO with respect to the provider of such content. You further acknowledge and agree that RANGO is not liable or responsible in any manner (including without limitation with respect to any loss or injury you may suffer) for any content provided by third parties including, without limitation, your reliance thereon. RANGO MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY CONTENT.

You agree to indemnify, hold harmless, and defend RANGO, its subsidiaries, affiliates, officers, directors, employees, representatives, agents, partners, licensors, successors, and assigns, from and against any action, cause, claim, damage, debt, demand, or liability, including reasonable costs and attorneys' fees, asserted by any person, arising out of or relating to (i) your use of the Services, including but not limited to anyone using your account or Credentials; (ii) breach of this Agreement by you or anyone using your account or Credentials; (iii) any information used, stored, or transmitted in connection with your account or Credentials; (iv) breach of the rights of any third party, including but not limited to privacy, publicity, intellectual property, or other proprietary rights by you or anyone using your account or Credentials; or (v) violation of any law, regulation, or other legal requirement.

Notice for California Users

Under California Civil Code Section 1789.3, California users of the Services are entitled to the following specific consumer rights notice:

The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 N. Market Blvd., Suite N 112, Sacramento, California 95834, or by telephone at (800) 952-5210.

Termination; Cancellation

This Agreement shall continue in full force until terminated or canceled pursuant to this Agreement.

RANGO shall have the right to terminate this Agreement (i) for any reason whatsoever by providing thirty (30) days' notice to you; (ii) immediately for your material breach of this Agreement, other than non-payment of Fees; or (iii) for non-payment of Fees. Notwithstanding the foregoing, RANGO reserves the right, in its sole discretion and without notice, at any time and for any reason, to remove, modify, suspend, or disable access to all or any portion of the Services.

You may terminate the Agreement for any reason whatsoever by providing thirty (30) days' notice after the first two (2) months of service to RANGO by email at info@Rango.com. You shall be responsible for all Fees incurred prior to and during the notice period.

Sections titled Precautions, Intellectual Property Rights, Data and Communications, Indemnification, Warranty Disclaimer, Limitation of Liability, Governing Law, Forum; Mandatory Binding Arbitration; Class Action Waiver, and payment obligations for Fees incurred prior to and during any notice period shall survive termination of this Agreement for any reason whatsoever.

Federal Government End Use Restrictions

If you are a U.S. federal government department or agency or are contracting on behalf of such department or agency, Services are “Commercial Items” as that term is defined at 48 C.F.R. §2.101, consisting of “Commercial Computer Software” and “Commercial Computer Software Documentation,” as those terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Service is licensed to you with only those rights as provided under the terms and conditions of this Agreement.

Export Compliance and Use Restrictions

You will not directly or indirectly export or re-export the Services, or any technical information related thereto, to any destination or person prohibited or restricted by applicable law, including, without limitation, all applicable U.S. export control laws and regulations.

Governing Law; Forum; Mandatory Binding Arbitration, Class Action Waiver

Any action related to this Agreement, the Services, and your relationship with RANGO shall be governed by, construed, and interpreted in accordance with the laws of the State of Delaware without regard to its conflict of laws principles AND WILL SPECIFICALLY NOT BE GOVERNED BY THE UNITED NATIONS CONVENTIONS ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS, IF OTHERWISE APPLICABLE. You agree to resolve any disputes or claims arising out of or related to this Agreement or the Services through final and binding arbitration by a single arbitrator. This includes disputes arising out of or relating to interpretation or application of this “Mandatory Arbitration Provision” section, including its enforceability, revocability, or validity. Notwithstanding the foregoing, either Party may bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of the Services, or violation of any intellectual property. Subject to the Mandatory Arbitration Provision, the Parties irrevocably consent to bring any action to resolve or enforce claims arising under or relating to this Agreement in the federal or state courts in New York City, New York, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Except to the extent prohibited by applicable law, the Parties agree that any claim or cause of action arising out of or related to use of the Services or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. This paragraph does not apply to users who reside in the European Union.

If you are a user based in the European Union, then Finnish law shall apply to this Agreement and the Finnish courts shall have exclusive jurisdiction to hear disputes arising in relation to this Agreement. This provision shall not apply to consumers in countries that require agreements to be governed by the local laws of the consumer's country. The English language shall govern all documents, notices, and interpretations of this Agreement. You also agree to waive any right to assert any claims against RANGO as a representative or member in any class or representative action, except where such waiver is prohibited by law or deemed by a court of law to be against public policy.

Miscellaneous

You acknowledge that RANGO has the right to monitor use of the Services to ensure compliance with the Agreement.

No waiver of any term, provision, or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other term, provision, or condition hereof, whether or not similar, nor shall such waiver constitute a continuing waiver of any such term, provision, or condition hereof. No waiver shall be binding unless executed in writing by the Party making the waiver.

You may not assign this Agreement to any other party and any attempt to do so is void.

If any provision of this Agreement is determined to be illegal or unenforceable, then such provision will be enforced to the maximum extent possible, and the other provisions will remain fully effective and enforceable.

This Agreement and the Privacy Policy constitute the complete and exclusive statement of the agreement between you and RANGO regarding the Services, and supersedes any and all prior or contemporaneous communications, representations, statements, and understandings, whether oral or written, between the Parties.

In case of any conflict between the terms of this Agreement and the terms of the Privacy Policy, the terms of this Agreement shall prevail.

Modification of the Terms and Services

RANGO reserves the right to update this Agreement and/or the Privacy Policy at any time and for any reason in its sole discretion by posting updated terms. Unless otherwise indicated by RANGO, any changes will become effective on a prospective basis from the date of posting. RANGO will notify you of any material changes to the Agreement or Services. By continuing to access or use the Services after we have provided you with notice of a modification, you are agreeing to be bound by the modified Agreement. If the modified Agreement is not acceptable to you, your only recourse is to cease using the Services. RANGO and its third-party service providers may make improvements and/or changes in the Services, features, and prices described at any time and for any reason in its sole discretion. The Mobile App may download and install upgrades, updates, and additional features in order to improve, enhance, and further develop the Services. RANGO reserves the right at any time to modify or discontinue,

temporarily or permanently, the Services or any portion thereof with or without notice. You agree that RANGO shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the Services.