

# TERMS OF USE

Last Updated: 05/31/2022

Welcome to RAGS . Please read these Terms of Use (the “**Terms**”) carefully as they are a binding legal agreement between you [“**You**” or “**Your**”] and Rags Solutions LLP. (“**Rags**”, the “**Company**”, “**us**”, “**we**”, or “**our**”) that governs your access to and use of the Rags.money website and any content, software, products, materials, and services provided by, or available on Rags.money (collectively, the “**Website**”).

## **1. Acceptance of this Agreement.**

### ***1.1. Acceptance Through Using or Accessing the Website.***

By accessing or using the Website, you agree to be legally bound by the terms and conditions on behalf of yourself or the entity or organization that you represent. If you do not agree to the terms and conditions of these terms of use, you may not use or access the Website and must exit the Website immediately.

### ***1.2. Who May Use or Access the Website.***

You must be at least 13 years of age and the minimum age of digital consent in your country to access the Website, and that you have the right, authority, and capacity to enter into this Agreement on your behalf or on behalf of the entity or organization that you represent. If you do not meet all these requirements, you may not access or use the Website.

### ***1.3. Changes to the Terms.***

The Company reserves the right to change these Terms from time to time at its sole discretion and without notice to you. The latest version of these Terms will be posted on the Website and should be reviewed prior to accessing or using the Website. All changes will be effective immediately when posted on the Website and will apply to your use of, and access to, the Website from that point onward.

Your continued use of or access to the Website following any changes to this Agreement shall constitute your acknowledgment of such changes and agreement to be bound by the terms and conditions of such changes. You should check this page frequently so that you are aware of any changes.

## **2. Access to the Website.**

The Website is provided by the Company as a service to the Rags user community (the “**Community**”). You agree that the Company shall have no liability to you or any third party for any losses or damages caused by your use of the Website not being available, in whole or in part, at any time or for any period.

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We do not guarantee that our site or any content on it, will always be available or be uninterrupted. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users.

### **3. Reliance on Information Posted**

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

This Website includes content provided by third parties, including materials provided by other users, bloggers and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

### **4. Using the Website.**

#### ***4.1. Prohibited Uses.***

You may use the Website for lawful purposes only and in accordance with these Terms. You agree not to use the Website in any way that could damage the site, the Community, or the Company.

#### ***4.2. Prohibited Activities.***

You may not engage in any of the following prohibited activities in connection with using the Website:

- (a) *No Violation of Laws or Obligations.* Violate any applicable laws or regulations (including intellectual property laws and right of privacy or publicity laws) or any contractual obligations.
- (b) *No Unsolicited Communications.* Send any unsolicited or unauthorized advertising, promotional materials, spam, junk mail, chain letters, or any other form of unsolicited communications, whether commercial or otherwise.
- (c) *No Harming of Minors.* Exploit or harm minors in any way, including exposing inappropriate content or obtaining personally identifiable information.
- (d) *No Interference with Others' Enjoyment.* Harass or interfere with anyone's use or enjoyment of the Website or expose the Company or other users to liability or other harm.
- (e) *No Interference or Disabling of the Website.* Use any device, software, or routine that interferes with the proper working of the Website, or take any action that may interfere with, disrupt, disable, impair, or create an undue burden on the infrastructure of the Website, including servers or networks connected to the Website.
- (f) *No Viruses, Worms, or Other Damaging Software.* Upload, transmit, or distribute to or through the Website any viruses, Trojan horses, worms, logic bombs, or other materials intended to damage or alter the property of others, including attacking the Website via a denial-of-service or distributed denial-of-service attack.

- (g) *No Unauthorized Access or Violation of Security.* Violate the security of the Website through (i) any attempt to gain unauthorized access to the Website or to other systems or networks connected to the Website, (ii) the breach or circumvention of encryption or other security codes or tools, or (iii) data mining or interference to any server, computer, database, host, user, or network connected to the Website.
- (h) *No Collecting User Data.* Collect, harvest, or assemble any data or information regarding any other user without their consent. This includes, without limitation, their emails, usernames, or passwords.

## **5. Intellectual Property Rights.**

The Website and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by the Company, its licensors or other providers of such material and are protected by copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

Unless otherwise marked: (a) all material, data, and information on the Website, such as data files, text, music, audio files or other sounds, photographs, videos, or other images, but excluding any software or computer code (collectively, the “Non- Code Content”) is licensed under the Creative Commons Attribution 4.0 International License < <https://creativecommons.org/licenses/by/4.0/>>; and (b) all software or computer code (collectively, the “Code Content”) is licensed under the Apache (or similar) license.

## **6. Assumption of Risk.**

The information presented on or through the Website is made available for general information purposes only. The Company does not warrant the accuracy, completeness, suitability or quality of any such information. Any reliance on such information is strictly at your own risk. The Company disclaims all liability and responsibility arising from any reliance placed on such information by you or any other user to the Website, or by anyone who may be informed of any of its contents.

## **7. Privacy.**

We may collect certain information about your equipment, browsing actions, and patterns from you when you access the Website using a variety of technologies, including:

- (a) *Activity Information.* Details of your visits to our Website, including the types of content you view or engage with; the features you use; the actions you take; the time, frequency, and duration of your activities; and other information about your use of and actions on the Website.

This information may be used for maintaining or improving the quality of the Website, as well as providing overall general statistics related to the use of the Website. The technologies we use for this automatic data collection may include:

- (b) *Cookies.* A cookie is a small data file stored on the hard drive of your computer either for only the duration of your visit on a website (“session cookies”) or for a fixed period (“persistent cookies”). Cookies contain information that can later be read by a web server. We may use cookies to provide you with a more personal and interactive experience on the Website. For more information, see our [Cookie Policy](#).

We will not sell, trade, or otherwise release any information we gather without advance notice to the users. This does not include release of information to our website hosting partners and other parties who assist us in operating our website or serving the Community, provided these parties agree to keep this information confidential. We may also release information as needed to comply with any court order, law, or legal process, including to respond to any government or regulatory request or if we believe disclosure will help us protect the rights, property, or safety of the Company, our users, partners, agents, and others. This includes exchanging information with other companies and organizations for fraud protection, and spam and malware prevention.

#### **8. Third-Party Links and Ads.**

If the Website contains links to other sites and resources provided by third parties (collectively, "***Third-Party Links***"), these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites. We reserve the right to withdraw linking permission without notice. If you decide to access any Third-Party Link, you do so entirely at your own risk and subject to the terms and conditions of use for such Third-Party Link. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction in connection with any Third-Party Link.

#### **9. Linking to the Websites and Social Media Features**

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our express written consent.

#### **10. No Warranty.**

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data.

WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITES OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITES LINKED TO IT.

YOUR USE OF THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITES IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY

WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITES. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITES WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

SOME JURISDICTIONS DO NOT ALLOW EXCLUSION OF WARRANTIES OR LIMITATIONS ON THE DURATION OF IMPLIED WARRANTIES, SO THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU IN THEIR ENTIRETIES, BUT WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

#### **11. Limitation of Liability.**

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY OR ITS AFFILIATES, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OR INABILITY TO USE THE WEBSITE, ANY THIRD-PARTY LINK, OR ANY CONTENT ON THE SERVICES OR SUCH THIRD-PARTY LINK, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF USE, REVENUE, OR PROFIT, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF DATA, LOSS OF GOODWILL, OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE WEBSITE IS TO STOP USING THE WEBSITE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW WHICH MAY INCLUDE FRAUD.

## 12. **Indemnification.**

You agree to indemnify and hold the Company, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages,

judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms or your use of the Website, including, but not limited to, any use of the Website's content, services, and products other than as expressly authorized in these Terms or your use of any information obtained from the Website.

## 13. **Governing Law, Arbitration, Waiver of ClassAction**

These Terms shall be governed by, and construed in accordance with, the laws of Singapore. If a disagreement or dispute in any way involves the Website or these Terms and cannot be resolved between the parties with reasonable effort, the disagreement or dispute shall be resolved exclusively by confidential, binding arbitration to be seated in Singapore and conducted in the English language by a single arbitrator pursuant to and in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules"). The arbitrator shall be appointed in accordance with the procedures set out in the SIAC Rules. The award or decision of the arbitrator shall be final and binding upon the parties and the parties expressly waive any right under the laws of any jurisdiction to appeal or otherwise challenge the award, ruling or decision of the arbitrator. All parties to these terms of use waive their respective rights to a trial by jury.

You hereby acknowledge, represent and warrant that you understand that: (i) there is no judge or jury in arbitration, and, absent this mandatory provision, the parties would have the right to sue in court and have a jury trial concerning Disputes; (ii) in some instances, the costs of arbitration could exceed the costs of litigation; (iii) the right to discovery may be more limited in arbitration than in court; and (iv) court review of an arbitration award is limited. Each of the parties hereto hereby irrevocably waives any and all right to trial by jury in any action, suit or other legal proceeding arising out of or related to these Terms or the transactions contemplated hereby.

You agree that, unless prohibited by law, there shall be no authority for any claims to be arbitrated on a class or representative basis, and arbitration will only decide a dispute between you and us. If any part of this arbitration clause is later deemed invalid as a matter of law, then the remaining portions of this section shall remain in effect, except that in no case shall there be a class arbitration.

YOU UNDERSTAND AND AGREE THAT BY ENTERING INTO THESE TERMS, YOU ARE WAIVING THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

## 14. **Miscellaneous.**

### *14.1. Waiver and Severability.*

No waiver of by the Company of any term or condition set forth in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect. Entire Agreement.

The Terms constitute the sole and entire agreement between you and the Company with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.

*14.2. Headings.*

Headings and titles of sections, clauses, and parts in these Terms are for convenience only. Such headings and titles shall not affect the meaning of any provisions of the Agreement.

**15. Your Comments and Concerns.**

This Website is operated by the Company. All other feedback, comments, requests for technical support and other communications relating to the Website should be directed to [complaint@ragcoin.io](mailto:complaint@ragcoin.io)