

ReviewRamp - Terms & conditions

Last Updated: April 12th, 2018

Welcome to ReviewRamp.com, which is owned and operated by DTO Corporation (a veteran owned business). Your use of ReviewRamp's services, including the services ReviewRamp makes available through this website, including this website (the "Site" or the "ReviewRamp Site") and any content ("ReviewRamp Content") made available through this website (collectively the "Services") is governed by these terms and conditions (the "Terms"). Please read these terms carefully before using the Services.

YOU ACKNOWLEDGE AND AGREE THAT BY ACCESSING OR USING THE REVIEWRAMP SITE OR SERVICES, OR POSTING OR ACCESSING ANY CONTENT ON THE SITE OR THROUGH THE SERVICES, YOU ARE INDICATING THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, THEN YOU HAVE NO RIGHT TO ACCESS OR USE THE SITE, SERVICES OR REVIEWRAMP CONTENT.

If you are using the Services on behalf of an organization, you are agreeing to these Terms for that organization and promising that you have the authority to bind that organization to these terms. In that case, "you" and "your" will refer to that organization.

THE TERMS OF USE INCLUDE A CLASS ACTION WAIVER AND A WAIVER OF TRIALS BY JURY, AND REQUIRE BINDING ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES.

Your use of, and participation in specific Services may be subject to additional terms (known as "**Supplemental Terms**") and such Supplemental Terms will be listed either in these Terms or will be presented to you upon sign-up to use the supplement Service. If these Terms of Use are inconsistent with the Supplemental Terms, the Supplemental Terms will control with respect to such Service. These Terms of Use and applicable Supplemental Terms are referred herein to as the "**Terms**".

1. License granted by ReviewRamp

ReviewRamp gives you a personal, royalty-free, non-assignable and non-exclusive license to use the software provided to you by ReviewRamp as part of the Services provided to you by ReviewRamp. Please note that you may use this software for internal business purposes only, and only in the manner permitted by the Terms. You may not license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Services or the content provided by or on behalf of ReviewRamp through the Services (the content) in any way, except as permitted by the Terms.

2. User accounts/Personal info

In the course of using the Services, you may be required to provide ReviewRamp personally identifiable information, including contact information, username and password ("Credentials").

ReviewRamp handles such information with the utmost attention, care and security. Nonetheless, you, not ReviewRamp, shall be responsible for maintaining and protecting your Credentials in connection with the Services. If your contact information, or other information relating to your username or password changes, you must notify ReviewRamp promptly and keep such information current. You are solely responsible for any activity using your Credentials, whether or not you authorized that activity. You should immediately notify ReviewRamp of any unauthorized use of your Credentials or if your email or password has been hacked or stolen. If you discover that someone is using your Credentials without your consent, or you discover any other breach of security, you agree to notify ReviewRamp immediately.

3. User-generated content

By making available any user-generated content (“User Content”) through the Site and Services, you hereby grant to ReviewRamp a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, copy, adapt, modify, distribute, publicly display, publicly perform, transmit, stream, broadcast and otherwise exploit such User Content only on, through or by means of the Site and the Services. ReviewRamp does not claim any ownership rights in any such User Content and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit any such User Content. You acknowledge and agree that you are solely responsible for all User Content that you make available through the Site or Services. Accordingly, you represent and warrant that: (i) you either are the sole and exclusive owner of all User Content that you make available through the Site or Services or you have all rights, licenses, consents and releases that are necessary to grant to ReviewRamp the rights in such User Content, as contemplated under these Terms; and (ii) neither the User Content nor your accessing, posting, submission or transmittal of the User Content or ReviewRamp’s use of the User Content (or any portion thereof) on, through or by means of the Site and the Services will infringe, misappropriate or violate a third party’s patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation. ReviewRamp reserves the right (but shall have no obligation) to remove any or all User Content from the Services in its sole discretion. You agree to immediately take down any User Content that violates the Terms, including pursuant to a take down request from ReviewRamp. In the event that you elect not to comply with a request from ReviewRamp to take down certain User Content, ReviewRamp reserves the right to directly take down such User Content

4. Third Party Services/Materials

You may be able to access or use third party services, resources, content or information (“Third Party Materials”) via ReviewRamp. By using ReviewRamp to find material on the Internet, you instruct ReviewRamp to present portions of the data sources that you have selected. You acknowledge sole responsibility for and assume all risk arising from your access to or use of any such Third Party Materials and ReviewRamp disclaims any liability that you may incur arising from your access to or use of such Third Party Materials or User Content via ReviewRamp. You acknowledge and agree that ReviewRamp: (a) is not responsible for the availability or accuracy of such Third Party Materials or the products or services on or available from such Third Party Materials; (b) has no liability to you or any third party for any harm, injuries or losses suffered as a result of your access to or use of such Third Party Materials; (c) does not make any promises to remove Third Party Materials from being accessed through the Services. Your ability to access

or link to Third Party Materials does not imply any endorsement by ReviewRamp of Third Party Materials or any such third party services; and (d) has no responsibility or liability for the deletion or failure to store any Third Party Materials maintained or transmitted through use of the Services. You further acknowledge that you are solely responsible for backing up and making copies of any Third Party Material that you wish to preserve.

5. Third party software

The Services incorporate certain third party software (“Third Party Software”), which is licensed subject to the terms and conditions of the third party licensing such Third Party Software. Nothing in these Terms limits your rights under, or grants you rights that supersede, the terms and conditions of any applicable license for such Third Party Software.

6. Updates

You understand that the ReviewRamp offering and services are evolving. As a result, the Company may mandate that you to accept updates to certain site properties that you have installed on your computer or mobile device. You acknowledge and agree that ReviewRamp may update the its Properties with or without notifying you. In certain cases, the user may need to update third-party software (e.g. your computer or device’s”s operating system) periodically in order to use the certain properties and services.

7. Eligibility of Use

You may not use the Services if you are a person barred from receiving the Services under the laws of the United States or other countries, including the country in which you are resident or from which you use the Services. You affirm that you are over the age of 13, as the Services are not intended for children under 13.

8. Restrictions On Use

You agree not to do any of the following while using the Site, Services or ReviewRamp Content:

- Access, post, submit or transmit any text, graphics, images, software, music, audio, video, information or other material that: (i) infringes, misappropriates or violates a third party’s patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, vulgar or offensive; (v) constitutes child pornography or child erotica; (vi) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vii) is violent or threatening or promotes violence or actions that are threatening to any other person; or (viii) promotes illegal or harmful activities or substances (including, but not limited to activities that promote or provide instructional information regarding the manufacture or purchase of illegal weapons or illegal substances).
- Use, display, mirror, frame or utilize framing techniques to enclose the Site or Services, or any individual element or materials within the Site or Services, ReviewRamp’s name, any ReviewRamp trademark, logo or other proprietary information, the content of any text or the layout and design of any page or form contained on a page, without ReviewRamp’s express written consent;
- Access, tamper with, or use non-public areas of the Site or Services, ReviewRamp’s computer systems, or the technical delivery systems of ReviewRamp’s providers;

- Attempt to probe, scan, or test the vulnerability of any ReviewRamp system or network or breach any security or authentication measures;
- Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by ReviewRamp or any of ReviewRamp's providers or any other third party (including another user) to protect the Site, Services or ReviewRamp Content;
- Attempt to access or search the Site, Services or ReviewRamp Content or download ReviewRamp Content from the Site or Services through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by ReviewRamp or other generally available third party web browsers (such as Microsoft Internet Explorer, Mozilla Firefox, Safari or Opera);
- Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;
- Use any meta tags or other hidden text or metadata utilizing an ReviewRamp trademark, logo URL or product name without ReviewRamp's express written consent;
- Use the Site, Services or ReviewRamp Content for the purpose of bringing an intellectual property infringement claim against ReviewRamp or for the purpose of creating a product or service competitive with the Services.
- Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Site, Services or ReviewRamp Content to send altered, deceptive or false source- identifying information;
- Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Site, Services or ReviewRamp Content;
- Interfere with, or attempt to interfere with, the access of any user, host or network connected to the Site or Services, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Site;
- Collect or store any personally identifiable information from the Site or Services from other users of the Site or Services without their express permission;
- Impersonate or misrepresent your affiliation with any person or entity;
- Violate any applicable law or regulation; or
- Encourage or enable any other individual to do any of the foregoing.

ReviewRamp will have the right to investigate and prosecute violations of any of the above, including intellectual property rights infringement and Site and Services security issues, to the fullest extent of the law. ReviewRamp may involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms. You acknowledge that ReviewRamp has no obligation to monitor your access to or use of the Site, Services or ReviewRamp Content or to review or edit any User Content, but has the right to do so for the purpose of operating the Site and Services, to ensure your compliance with these Terms, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body. ReviewRamp reserves the right, at any time and without prior notice, to remove or disable access to any ReviewRamp Content and any User Content, that ReviewRamp, in its sole discretion, considers to be in violation of these Terms or otherwise harmful to the Site or Services.

9. Spam.

You shall not use ReviewRamp for purposes of distributing text/SMS messaging “spam,” bulk unsolicited SMS/text messages, or any other form of unsolicited electronic communications distributed in bulk to recipients with whom you have no pre-existing personal or business relationship. You are not permitted to use the Services to collect responses from spam. You shall not collect or assemble information or data of users without their consent. You are solely responsible for obtaining all appropriate and necessary rights, licenses and proper consents from those person(s) and/or entity(ies) with whom you message or otherwise communicate with using ReviewRamp, BEFORE commencing any such type of messaging or communication. You shall not use ReviewRamp to send unwanted messages to individuals who have opted out (asked to stop) receiving messages through any type of medium. To the extent required by law, you must track and record such requests specific to you and your business. You must also provide SMS/MMS recipients with conspicuous notice and directions of their ability to opt-out from receiving any future text messages, by simply texting **STOP in an individual, separate message without any additional characters or punctuation**. In addition to the preceding information, you shall not use ReviewRamp for, or in association with, the following:

- Pyramid schemes of any type
- Chain letters of any type
- Sending any mail in breach of the CAN SPAM Act of 2003 or other applicable state/federal laws and/or regulations
- Altering or obscuring document headers or pretending to have the identity of a sender without the expressed explicit permission of that sender

ReviewRamp’s platform responds automatically to the keyword STOP. We work with the text carrier to monitor and prevent any type of spam.

10. Storage

The Company does not have any obligation to store your content that you create or make available on the company platform. ReviewRamp has no responsibility and no liability for the deletion or accuracy of any such content, including your content. ReviewRamp has no responsibility for the failure to store, transmit or receive transmission of Content. ReviewRamp has no responsibility for the security, privacy, storage, or transmission of other communications originating from or involving use of the ReviewRamp platform. You are the only entity responsible for applying the appropriate level of access to Your Content. Unless otherwise specified with your contract, the system will default to its most permissive setting. You agree that the ReviewRamp retains the right to create reasonable limits on the Company’s use/storage of the Content, including Your Content, such as limits on file size, storage space, processing capacity, and similar such Services determined by ReviewRamp in its sole discretion.

11. Phone Numbers.

You represent and warrant that (i) you have procured all rights and licenses and have all power and authority necessary to use and text enable those phone numbers you register or associate with your Account without the consent of any third party, (ii) you will not use the services on a phone number that has been exchanged, rented, or purchased from a third party without the

permission of the phone number owner, (iii) the phone number is not a mobile subscriber phone number and (iv) you will use the Services for legal purposes only.

12. Feedback

We welcome and encourage you to provide feedback, comments and suggestions for improvements to the Site and Services (“Feedback”). You may submit Feedback by emailing us at admin@ReviewRamp.com. You acknowledge and agree that all Feedback will be the sole and exclusive property of ReviewRamp and you hereby irrevocably assign to ReviewRamp and agree to irrevocably assign to ReviewRamp all of your right, title, and interest in and to all Feedback, including without limitation all worldwide patent rights, copyright rights, trade secret rights, and other proprietary or intellectual property rights therein. At ReviewRamp’s request and expense, you will execute documents and take such further acts as ReviewRamp may reasonably request to assist ReviewRamp to acquire, perfect, and maintain its intellectual property rights and other legal protections for the Feedback.

13. Ownership

The Site, Services and ReviewRamp Content are protected by copyright, trademark, and other laws of the United States and foreign countries. Except as expressly provided in these Terms, ReviewRamp and its licensors exclusively own all right, title and interest in and to the Site, Services and ReviewRamp Content, including all associated intellectual property rights. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Site, Services or ReviewRamp Content. ReviewRamp claims no ownership interest in any Third Party Materials and expressly disclaims any liability concerning those materials.

14. Trademark

All trademarks, service marks, logos, trade names and any other proprietary designations of ReviewRamp used herein are trademarks or registered trademarks of ReviewRamp. Any other trademarks, service marks, logos, trade names and any other proprietary designations are the trademarks or registered trademarks of their respective parties.

15. Changes to Services or Terms

ReviewRamp reserves the right, in its sole discretion, to modify, discontinue or terminate the Site or Services or to modify these Terms, at any time. Changes to the Services may include the modification or discontinuation of any “review aggregation” services currently offered as part of the Services. If we modify these Terms, we will post the modification on the Site or otherwise provide you with notice of the modification. By continuing to access or use the Site or Services after we have posted a modification to these Terms or have provided you with notice of a modification, you are indicating that you agree to be bound by the modified Terms. If the modified Terms are not acceptable to you, your only recourse is to cease using the Site and Services. These Terms may only be modified in writing as set forth in this paragraph and may not be modified orally. Please visit this page regularly to review these Terms for any changes. ReviewRamp reserves the right to change the fees for its Services from time to time. User will be notified of any change to existing fees at least thirty (30) days before the fee change goes into effect.

16. Termination

Without limiting other remedies, ReviewRamp may at any time suspend, terminate, or refuse to provide you with access to the Site or Services. In addition, ReviewRamp may notify authorities or take any actions it deems appropriate, without notice to you, if ReviewRamp suspects or determines, in its own discretion, that you may have or there is a significant risk that you have (i) failed to comply with any provision of these Terms and Conditions or any policies or rules established by ReviewRamp; or (ii) engaged in actions relating to or in the course of using the Site or Services that may be illegal or cause liability, harm, embarrassment, harassment, abuse or disruption for you, ReviewRamp users, ReviewRamp or any other third parties or the Site or Services.

Without limiting any other terms of these Terms and Conditions, you may stop using the Site and Services at any time.

After any termination, you understand and acknowledge that we will have no further obligation to provide the Site or Services and all licenses and other rights granted to you by these Terms and Conditions will immediately cease. ReviewRamp will not be liable to you or any third party for termination of the Site or Services or termination of your use of either. UPON ANY TERMINATION OR SUSPENSION, ANY CONTENT, MATERIALS OR INFORMATION (INCLUDING USER CONTENT) THAT YOU HAVE SUBMITTED ON THE SITE OR VIA THE SERVICES WILL NO LONGER BE ACCESSIBLE BY YOU VIA THE SERVICES THEREAFTER. HOWEVER, REVIEWRAMP SHALL CONTINUE TO HAVE A LICENSE TO UTILIZE THE USER CONTENT.

Any suspension, termination or cancellation will not affect your obligations to ReviewRamp under these Terms and Conditions (including, without limitation, proprietary rights and ownership, indemnification and limitation of liability), which by their sense and context are intended to survive such suspension, termination or cancellation.

17. App Stores

You acknowledge and agree that the availability of the App is dependent on the App Store from which you received the App license. You acknowledge that the Terms are between you and the Company and not with the App Store. The Company, not the App Store, is solely responsible for the Company Properties, including the App, the content thereof, maintenance, support services, and warranty therefor, and addressing any claims relating thereto (e.g., product liability, legal compliance or intellectual property infringement). In order to use the App, you must have access to a wireless network, and you agree to pay the fees associated with such access. You also agree to pay these fees (if any) charged by the App Store in connection with the Company Properties, including the App. You agree to comply with, and your license to use the App is conditioned upon your compliance with, all applicable third-party terms of agreement (e.g., the App Store's terms and policies) when using the Company Properties, including the App. You acknowledge that the App Store (and its subsidiaries) are third-party beneficiaries of the Terms and will have the right to enforce them.

18. Pricing and Billing

Please see contract for information regarding pricing and billing for these Services. If you have any questions about ReviewRamp's billing policies, please contact ReviewRamp at sales@ReviewRamp.com.

19. Privacy Policy

Please see ReviewRamp's Privacy Policy located at www.ReviewRamp.com/privacy for information and notices concerning ReviewRamp's collection and use of your personal information. If you have any questions about the ReviewRamp Privacy Policy, please contact ReviewRamp at info@ReviewRamp.com.

20. Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES ARE AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." REVIEWRAMP, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS MAKE NO EXPRESS WARRANTIES AND DISCLAIM ALL IMPLIED WARRANTIES REGARDING THE SERVICES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, REVIEWRAMP, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT: (A) YOUR USE OF THE SERVICES WILL MEET YOUR REQUIREMENTS, (B) YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, AND (C) USAGE DATA PROVIDED THROUGH THE SERVICES WILL BE ACCURATE.

NOTHING IN THESE TERMS, INCLUDING SECTIONS #20, #22, SHALL EXCLUDE OR LIMIT REVIEWRAMP'S WARRANTY OR LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW.

16. Indemnification

You agree to defend, indemnify, and hold ReviewRamp, its officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with User Content, your access to or use of the Site, Services or ReviewRamp Content, or your violation of these Terms.

17 Limitation of Liabilities

SUBJECT TO SECTION #15 ABOVE, YOU EXPRESSLY UNDERSTAND AND AGREE THAT REVIEWRAMP, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS. THESE

LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

THE LIMITATIONS ON REVIEWRAMP'S LIABILITY TO YOU IN THIS SECTION SHALL APPLY WHETHER OR NOT REVIEWRAMP HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

SOME STATES AND JURISDICTIONS MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT SHALL REVIEWRAMP'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU FOR THE SERVICES FOR THE LAST THREE MONTHS.

18. Copyright Policy

We respect the intellectual property rights of others and expect our users to do the same. All materials posted on ReviewRamp are original and do not infringe on existing copyrights to the best of ReviewRamp's knowledge. In accordance with the Digital Millennium Copyright Act, Title 17, United States Code, Section 512(c)(2) (the "DMCA"), we will respond expeditiously to claims of copyright infringement committed using the Services if such claims are reported to our Designated Copyright Agent identified in the sample notice below.

DMCA Notice of Alleged Infringement ("Notice")

- Identify the copyrighted work that you claim has been infringed, or if multiple copyrighted works are covered by this Notice, you may provide a representative list of the copyrighted works that you claim have been infringed.
- Identify the material or link you claim is infringing (or the subject of infringing activity) and to which access is to be disabled, including at a minimum, if applicable, the URL of the link or the exact location where such material may be found.
- Provide your company affiliation (if applicable), mailing address, telephone number, and, if available, email address.
- Include both of the following statements in the body of the Notice:
 - "I hereby state that I have a good faith belief that the disputed use of the copyrighted material is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use)."
 - "I hereby state that the information in this Notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of, the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed."
- Provide your full legal name and your electronic or physical signature.

Deliver this Notice, with all items completed, to our Designated Copyright Agent:
Copyright Agent
DTO Corporation
560 Hicksville Rd. Massapequa, NY 11758
admin@ReviewRamp.com

19. Arbitration Agreement; Class Waiver; Waiver of Trial by Jury. *Please read this Arbitration Agreement carefully. It is part of your contract with Company and affects your rights. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.*

(a) *Applicability of Arbitration Agreement.* All claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) in connection with the Terms or the use of any product or service provided by the Company that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under the terms of this Arbitration Agreement. This Arbitration Agreement applies to you and the Company, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under the Terms.

(b) *Notice Requirement and Informal Dispute Resolution.* Before either party may seek arbitration, the party must first send to the other party a written Notice of Dispute (“**Notice**”) describing the nature and basis of the claim or dispute, and the requested relief. A Notice to the Company should be sent to:

ReviewRamp
560 Hicksville Rd.
Massapequa, NY 11758

After the Notice is received, you and the Company may attempt to resolve the claim or dispute informally. If you and the Company do not resolve the claim or dispute within 30 days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.

(c) *Arbitration Rules.* Arbitration shall be initiated through the American Arbitration Association (“**AAA**”), an established alternative dispute resolution provider (“**ADR Provider**”) that offers arbitration as set forth in this section. If AAA is not available to arbitrate, the parties shall agree to select an alternative ADR Provider. The rules of the ADR Provider shall govern all aspects of this arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with the Terms. The AAA Consumer Arbitration Rules governing the arbitration are available online at www.adr.org or by calling the AAA at 1-800-778-7879. The arbitration shall be conducted by a single, neutral arbitrator. Any claims or disputes where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US \$10,000.00) may be resolved through binding non-appearance-

based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (US \$10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. Any hearing will be held in a location within 100 miles of your residence, unless you reside outside of the United States, and unless the parties agree otherwise. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Each party shall bear its own costs (including attorney's fees) and disbursements arising out of the arbitration, and shall pay an equal share of the fees and costs of the ADR Provider.

(d) *Additional Rules for Non-appearance Based Arbitration:* If non-appearance arbitration is elected, the arbitration shall be conducted by telephone, online and/or based solely on written submissions; the specific manner shall be chosen by the party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties.

(e) *Time Limits.* If you or the Company pursue arbitration, the arbitration action must be initiated and/or demanded within the statute of limitations (i.e., the legal deadline for filing a claim) and within any deadline imposed under the AAA Rules for the pertinent claim.

(f) *Authority of Arbitrator.* If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of you and the Company, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the AAA Rules, and the Terms. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and the Company.

(g) *Waiver of Jury Trial.* THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in court and are subject to very limited review by a court. In the event any litigation should arise between you and the Company in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND THE COMPANY WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.

(h) *Waiver of Class or Consolidated Actions.* ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER.

- (i) *Confidentiality.* All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This Paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce this Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.
- (j) *Severability.* If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Agreement shall continue in full force and effect.
- (k) *Right to Waive.* Any or all of the rights and limitations set forth in this Agreement may be waived by the party against whom the claim is asserted. Such waiver shall not waive or effect any other portion of this Agreement.
- (l) *Survival of Agreement.* This Arbitration Agreement will survive the termination of your relationship with Company.
- (m) *Small Claims Court.* Notwithstanding the foregoing, either you or the Company may bring an individual action in small claims court.
- (n) *Emergency Equitable Relief.* Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Arbitration Agreement.
- (o) *Claims Not Subject To Arbitration.* Notwithstanding the foregoing, claims of defamation, violation of the Computer Fraud and Abuse Act, and infringement or misappropriation of the other party's patent, copyright, trademark, or trade secret shall not be subject to this arbitration agreement.
- (p) *Courts.* In any circumstances where the foregoing Agreement permits the parties to litigate in court, the parties hereby agree to submit to the personal jurisdiction of the courts located within Kings County, Washington, for such purpose.

21. Entire Agreement, Governing law, Severability, Non-waiver, Assignment

These Terms, together with our Privacy Policy constitutes the entire agreement between the parties relating to the Services and all related activities. These Terms shall not be modified except in writing signed by both parties or by a new posting of these Terms issued by us. If any part of these Terms is held to be unlawful, void, or unenforceable, that part shall be deemed severed and shall not affect the validity and enforceability of the remaining provisions. The failure of ReviewRamp to exercise or enforce any right or provision under these Terms shall not constitute a waiver of such right or provision. Any waiver of any right or provision by ReviewRamp must be in writing and shall only apply to the specific instance identified in such writing. You may not assign these Terms, or any rights or licenses granted hereunder, whether voluntarily, by operation of law, or otherwise without our prior written consent. These Terms

and any action related thereto will be governed by the laws of the State of California without regard to its conflict of laws provisions. The exclusive jurisdiction and venue of any action with respect to the subject matter of these Terms will be the state and federal courts located in Santa Clara, California, and each of the parties hereto waives any objection to jurisdiction and venue in such courts.

22. Contact Us

If you have any questions about these Terms, please contact ReviewRamp at info@ReviewRamp.com.