

## TERMS OF SERVICE

### OVERVIEW

This Software Application, RUB & REV (the “APP”) is operated by RUB & REV (“Company”). Throughout the APP, the terms “we”, “us”, and “our” refer to the Company. The Company offers the APP, including all information, tools and services available from the APP, to you, (“User”), conditioned upon your acceptance of all terms, conditions, policies, and notices stated herein. Your consent, acceptance and unequivocal agreement to the terms and conditions herein, shall act as a complete and utter inducement for Company to conduct business with you and but for said acceptance, Company would not engage in any such business.

### GENERAL TERMS OF USE

The following terms (“Terms of Use”) govern your use of the RUB & REV Application (the “APP”). The Software Application is offered solely and exclusively to individuals for private and personal use to the User. By using the Application, the User expressly agrees to fully and unconditionally adhere to all Terms of Use. The Terms of Use may be amended from time to time at the Company’s sole discretion and the continued use by the User shall act as an acceptance of any amendment. The User is encouraged to routinely review any amendments to the terms of use which may have been modified after his/her last access. The right to access the Application, may at Company’s sole discretion be denied or limited, at any time and without notice, to Users who do not comply with these Terms of Use.

#### 1. TERMS OF USE

These Terms of Use are made and entered into as of the date of acceptance by the User of the Device and/or use of Application.

#### 2. ACCEPTANCE

By using the App, User confirms that he/she has read and agreed to these Terms of Use. If User does not agree to these Terms of Use, then he/she should not access or use the App. If the User is an existing user and does not wish to accept any revised Terms of Use, then he/she must immediately stop using the App. User recognizes, acknowledges and agrees that any breach of the Terms of Use, may in Company’s sole discretion, result in an automatic and immediate termination of the Services.

#### 3. CHANGES TO THESE TERMS OF USE

These Terms of Use and any amendments which may be made by the Company from time to time are effective upon User’s use of the Application. These Terms of Use may change from time to time, with or without prior notice, and User shall review any modification prior to any use. Company’s may change all or any portion of these Terms of Use at any time, in its sole and absolute discretion, by publishing a revised version of these Terms of Use at: <http://rubrev-app.com/>. Any revised version of these Terms of Use will be effective immediately.

#### 4. PAYMENTS, CANCELLATIONS AND REFUNDS

Payments for premium services and any other costs incurred in connection with the use of the premium, such as taxes and any transaction fees, will be charged directly to the payment method and will be charged to the User. To use the premium services, User must provide a valid form of payment, in accordance with the commercial offer in force at the time of purchase of the Service. If the payment cannot be made satisfactorily, due to the expiration date, lack of funds or if the payment method information is not updated or the payment method is canceled, the Company reserves the right to suspend access to premium services immediately. For some forms of payment, the issuer may charge additional fees, such as foreign transaction fees or other costs related to the processing of the payment method. Local taxes vary depending on the form of payment used. Check with the service provider the payment method for the necessary information. To the extent permitted by applicable law, payments are non-refundable and refunds or credits will not be granted for partially used periods of time or for the content of the unseen service.

#### **5. REFUND POLICY.**

Premium Services shall be billed on a monthly basis and no refunds are offered for any month once the App is accessed. The User may cancel the monthly billing at any time prior to the following month.

#### **6. INDEMNIFICATION**

User shall defend, indemnify and hold harmless the Company, its officers, directors, shareholders, employees, agents and vendors, from and against any loss, claim, damage, expense or liability, including reasonable attorneys' fees and reasonable costs incurred in investigating such loss, claim, damage, expense or liability, which may be made against, sustained, suffered or paid by the Company or the Company's officers, directors, shareholders, employees, agents and vendors, arising out of, based upon, relating to or in connection with any use of the App by the **Users Customer**, including but not limited to the violation of any third party intellectual property infringement, violations of third party platforms terms of use.

#### **7. PROHIBITED USE**

In addition to the other restrictions as set forth in the Terms of Service, User is prohibited from using the app or its content, the device or the application for any purpose; (a) to solicit others to perform or participate in any unlawful acts; (b) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (c) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (d) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (e) to submit false or misleading information; (f) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related Third Party Services websites or any Electronic Medium (Server, website, Image board online or any other *online* service) ect, other websites, or the Internet; (g) to collect or track the personal information of others; (h) to spam, phish, pharm, pretext, spider, crawl, or scrape; (i) for any obscene or immoral purpose; or (j) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

#### **8. GENERAL PROVISIONS**

(a) Non-Waiver. No delay or omission or failure to exercise any right or remedy provided for herein will be deemed to be a waiver thereof or acquiescence to the event giving rise to such right or remedy, but every such right and remedy may be exercised from time to time and so often as may be deemed expedient by the party exercising such right or remedy.

(b) Governing Law and Jurisdiction. These Terms of Use will be governed by and construed in accordance with the laws of the United States of America, without giving effect to its conflicts of laws provisions. The parties agree that the courts of Miami-Dade County, Florida shall have exclusive jurisdiction over any dispute arising under these Terms of Use and Service hereunder. Any and all claims, actions or other controversies arising out of or relating in any way to the Services, or these Terms of Use shall be determined exclusively on an individual (non-class) basis. Further the Parties agree to waive any claim for trial by jury. If Company requires the use of an attorney to enforce any provision of this Agreement, including but not limited to collection of any money owed, client shall pay all attorney fees, costs and expenses for such enforcement (up to and including the appellate level).

(c) Assignability. The Company reserves the right to assign, delegate or otherwise transfer any of its rights under these Terms of Use without the prior written consent of the User.

(d) Severability. In the event that any provision of these Terms of Use is held to be illegal, invalid or unenforceable under present or future laws by any court of competent jurisdiction, then such provision will be fully severable and these Terms of Use will be construed and enforced as if such illegal, invalid or unenforceable provision were not a part hereof.

(e) Entire Agreement and Modification. These Terms of Use constitute the full and complete understanding and agreement of User and the Company regarding the matters set forth herein and supersedes all prior negotiations and understandings and agreements between the parties. User agrees that the Company may modify these Terms of Use or any policy or other terms referenced in these Terms of Use at any time by posting a revised version of these Terms of Use. Any revised terms will become effective immediately after posted or, if the Company provides User a click-through or other means of accepting the revised terms, upon User's acceptance. Continued use of the Services after the revised terms become effective constitutes acceptance on the User's part.

(g) Survival. User agrees that in the event this agreement is terminated by us or him/her with or without clause, the provisions of these Terms of Use shall remain binding requirements on User.