

# Terms of Service

## Terms of Use

### RAYL.Market

Version Revised Date: April 1, 2018

Version Number: 1.1

RAYLChat App Terms of Use and End User License Agreement Effective Date: April 1, 2018 Last Updated Date: April 1, 2018 We think you'll really enjoy the RAYLChat App, but there are a few things we need to agree on before you get started. You can find this RAYLChat App Terms of Use and End User License Agreement (the "Terms") on the RAYLChat App mobile app under "Account Settings" and in the footer of the RAYLChat App website. If you have any questions or concerns about these Terms, please contact [support@honeycommb.com](mailto:support@honeycommb.com). First, let's make sure we both know what we're talking about: When we say "RAYLChat App" or "RAYLChat," we mean the RAYLChat App social media platform, which includes the RAYLChat App website located at [raylchat.honeycommb.com](http://raylchat.honeycommb.com) and the RAYLChat App mobile applications offered, hosted, or operated by Places App Inc. DBA Honeycommb, Honeycommb Media LLC or any of their affiliates ("Honeycommb," "we," or "us"). "You" is not tricky. If you're reading this or accessing the RAYLChat App, you're "You." So, here's the deal: Material Terms The following highlights are provided for your benefit only and do not constitute binding provisions of these Terms. As provided in greater detail in these Terms (and without limiting the express language of these Terms), you acknowledge the following: the RAYLChat App is licensed, not sold, to you, and you may use the RAYLChat App only as set forth in these Terms; the use of the RAYLChat App may be subject to separate third party terms of service and fees, including, without limitation, your mobile network operator's (the "Carrier") terms of service and fees, including fees charged for data usage and overage, which are your sole responsibility; you consent to the collection, use, and disclosure of your personally identifiable information in accordance with the RAYLChat App's Privacy Policy available at [raylchat.honeycommb.com/privacy\\_policy](http://raylchat.honeycommb.com/privacy_policy) ("Privacy Policy"); we provide the RAYLChat App to you on an "as is" basis without warranties of any kind and our liability to you is limited; by accepting these Terms, you and we are agreeing to arbitrate any dispute between us, and you are giving up your right to go to court either individually (except for matters that may be taken to small claims court) or as part of a class action. See Dispute Resolution, Arbitration and No Class Actions,

Section 19, for details; if you are using the RAYLChat App on an iOS-based device, then you agree to and acknowledge the “Notice Regarding Apple,” below; and if you post any Objectionable Content (defined in Section 13 below) on the RAYLChat App, then we may – but have no obligation to – take any remedial action that we, in our sole discretion, deem necessary and/or appropriate under the circumstances, such as, without limitation, suspending or terminating your Account (defined in Section 8 below), removing all of your content from the RAYLChat App and/or reporting you to law enforcement authorities, either directly or indirectly. Jurisdiction The RAYLChat App is based in the United States. It is not designed or customized for any other country. You may use the RAYLChat App only if it fully complies with the laws of the country from which you are accessing the RAYLChat App. The RAYLChat App IS ONLY FOR PEOPLE AGE 13 OR OLDER. There are a lot of good reasons for this, and they protect us as well as you. If you use the RAYLChat App, you are telling us that you are at least that age. If you’re younger than that, thanks for waiting. Your time will come! If you are under 13, you must get your parent or guardian to look at and agree to these Terms and supervise your use of the RAYLChat App. If you are a parent or guardian and you’re going to allow your child to use the RAYLChat App, make sure they are at least 13, and please keep tabs on them. You agree to make sure you and your children comply with these Terms. Parental control hardware, software, or filtering services are commercially available that can help limit access to material you might not want your child to see. If you’re interested, information is available at [www.onguardonline.gov](http://www.onguardonline.gov) and [www.staysafeonline.org](http://www.staysafeonline.org). The RAYLChat App The RAYLChat App provides you with the ability to share photos, videos, and stories with the greater RAYLChat community. The Terms These Terms create a legally binding contract between you and us, so please read them carefully. By accessing and/or using the RAYLChat App, you agree that you have read, understood and agree to be bound by these Terms. If you do not agree to these Terms, then you may not use the RAYLChat App. We may change these Terms at any time, for any reason at our sole discretion and without notice. We’ll have the current terms posted on the RAYLChat App website (hosted by Honeycommb), and we’ll announce any material changes. If you continue to use the RAYLChat App after the effective date of a change to the Terms, that means you’ve accepted and agree to the changed terms. If you object to any of the changes, then your sole recourse is to stop using the RAYLChat App. Notwithstanding the preceding sentences of this Section 5, no revisions to these Terms will apply to any dispute between you and us that arose prior to the date of such revision. We may also change, suspend or discontinue any aspect of the RAYLChat App or any of its features, functions or content at any time, without notifying you or getting your approval. We hope you’ll like any changes we make, but even if you’re disappointed, please accept it gracefully. Change is part of life. Privacy Policy We respect your privacy and share your concern about its protection. The Privacy Policy which can be found at [raylchat.honeycommb.com/privacy\\_policy](http://raylchat.honeycommb.com/privacy_policy) is a part of these Terms and is hereby incorporated in these Terms by reference. Please review the policy to make sure you understand how we may collect, use and protect information that we learn

about you as a result of what you do on the RAYLChat App. By agreeing to these Terms, you also agree to the Privacy Policy. Mobile Services The Service will be accessible via a mobile phone, tablet, or other wireless device (collectively, “Mobile Services”). Your mobile carrier’s normal messaging, data, and other rates and fees will apply to your use of the Mobile Services. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your mobile carrier, and not all Mobile Services may work with all carriers or devices. Therefore, you are solely responsible for checking with your mobile carrier to determine if the Mobile Services are available for your mobile device(s), what restrictions, if any, may be applicable to your use of the Mobile Services, and how much they will cost you. Nevertheless, all use of the RAYLChat App and the related Mobile Services must be in accordance with these Terms. Registration While you may always browse the public-facing portions of the RAYLChat App, you must register an account on the RAYLChat App (an “Account”) before you can enjoy the full benefits of RAYLChat App, including posting User Content. Membership in RAYLChat App is a two-way street: either of us can cancel it at any time, for any reason or no reason. If you no longer wish to be a member of RAYLChat App, please contact customer support at support@honeycommb.com. If we want to terminate or suspend your membership, limit your access to anything on the RAYLChat App, change eligibility criteria, remove your User Content or deny access, we can do it in our sole and complete discretion and without any liability to you. Usually it will be because something bad has been going on, such as a violation of these Terms, violation of the rights of a third party, or some activity that may cause harm to us, you or other users of the RAYLChat App, and sometimes we might suspend your participation first and then give you a chance to clean up your act. But we don’t have to do that; we can just pull the plug or impose other restrictions. Hey, it’s our platform, and we need to make sure we can keep it a safe and fun place for everyone. When you register with us and each time you access the RAYLChat App, you may be providing certain information about yourself. You agree that we may use any information that we obtain about you in accordance with our Privacy Policy. If you choose to register with us, you agree to: (a) provide true, accurate, current, and complete information as prompted by the registration form; and (b) maintain and update such information to keep it true, accurate, current, and complete. If we try to contact you at any point and your contact information is no longer current, then we may suspend or terminate your account. You may discontinue your participation in and access to RAYLChat App at any time. We reserve the right to investigate your use of the RAYLChat App in the event we, in our sole and absolute discretion, believe you have violated these Terms. Upon termination, we have no obligation to retain, store, or provide you with any data, information or other content that you uploaded, stored, or transferred on or through the RAYLChat App. You should therefore retain copies of any content that you upload to the RAYLChat App. Stay In Control Please keep control of your login, password and other account information, and don’t give them to anyone else. If you let anyone else log in to the RAYLChat App as you, then as far as we are concerned it is you. If he/she does something wrong, it’s on you, and

you're responsible for his/her actions under your login/password and any harm that may result. If you think someone may have stolen your login or otherwise hacked your account, let us know right away by contacting us at [security@honeycommb.com](mailto:security@honeycommb.com). Screen Names When you join, you'll be able to pick a screen name that will identify you on the RAYLChat App. You'll have a fair amount of freedom to pick a screen name you like, but there are some ground rules: Be nice. No obscenities, references to illegal behavior, or terms that others might reasonably find to be threatening or abusive. Don't use anything you don't have the right to, like brands or company names or other proprietary terms or trademarks. Don't use anything that suggests you are someone you are not, like any well-known person. We have the right to review, edit, reject, or delete any screen name, but we don't have to. We can't watch everything, so the fact that a screen name gets displayed on the RAYLChat App doesn't necessarily mean we approve of it. You grant us a royalty-free license to use your screen name, image, voice, and likeness to identify you as the source of any of your User Content. Our License to You the RAYLChat App is licensed, not sold, to you for use only under these Terms. We reserve all rights not expressly granted to you. Subject to your complete and ongoing compliance with these Terms, we hereby grant you a personal, limited, revocable, non-transferable license to access and use the RAYLChat App solely for your personal, non-commercial use. By "content," we mean basically everything you can see or hear on the RAYLChat App: pictures, video, audio (including any musical works included therein), articles, features, graphics, messages, posts, comments, user names, tags, files, software, interactive features and so on. There are two types of content on the RAYLChat App: what we (or our advertisers and partners) put on there, and what users like you put on there. Our Content: Everything that we put on the RAYLChat App is owned by us or by one of our licensors or partners. It's all protected by the copyright laws, trademark laws, and various other laws. Registering on and using the RAYLChat App does not give you ownership of any of that, in any way. We do, however, give you permission to use it on the RAYLChat App, but only while you are there and for the permitted activities you might do there, and only for your personal, non-commercial use. So once you are registered, feel free to talk about, comment on, and interact with everything and everyone on the RAYLChat App in any appropriate way, but realize that you don't get any rights to copy or use any content outside the RAYLChat App (except through the RAYLChat App's officially designated "Share" buttons), and certainly not (not even when using the "Share" button) for any commercial purpose or any way that violates our or our users' rights. In particular, you agree you won't copy, upload, republish, broadcast, transmit, retransmit, post, create derivative works of, publicly perform, publicly display, distribute or use for any commercial purpose our name, logos, service marks or trademarks (or any colorable imitation of any of these) without our prior express written permission or as expressly permitted by the features of the RAYLChat App. When we use the term "commercial," it includes activities related to selling, renting, licensing, marketing, advertising, receiving compensation or seeking money for or exploiting any product, service or organization. We or our licensors or service providers own all

design rights, databases and compilation and other intellectual property rights in and to the RAYLChat App, in each case whether registered or unregistered, and all related goodwill. Trademarks: Our trademarks, service marks, and logos used and displayed on the RAYLChat App are our registered and unregistered trademarks. Other product and service names located on the RAYLChat App may be trademarks or service marks owned by third parties (the “Third-Party Trademarks,” and, collectively with IC Trademarks, the “Trademarks”). Except as otherwise permitted by law, you may not use the Trademarks to disparage us or the applicable third-party, our or a third-party’s products or services, or in any manner (using commercially reasonable judgment) that may damage any goodwill in the Trademarks. You may not use any Trademarks as part of a link to or from the RAYLChat App without our prior express written consent. You may not remove any Trademarks identifying the ownership or origin of any of our content. All goodwill generated from the use of any IC Trademark will inure solely to our benefit. There are no implied licenses in these Terms to use the Trademarks without authorization.

**User Content and What You and We Can Do With It**

**User Content:** All content that is posted to the RAYLChat App by a user – including you (“User Content”) – is the sole responsibility of the user who originated it and/or from whose account it was posted. The User Content you post on the RAYLChat App is essentially public, so make sure you’re comfortable with that before you post. Generally speaking we don’t own User Content, but for everything you might contribute to the RAYLChat App, you irrevocably give us (and our affiliates, representatives, sublicensees and assigns) the worldwide, unrestricted, assignable perpetual, unlimited, royalty-free, fully paid-up right and sublicenseable license to use your User Content in any manner, including, by way of example and not limitation, to distribute, syndicate, license, reproduce, modify, adapt, publish, translate, publicly perform, publicly display, and create derivative works of such User Content, for any purpose and in any medium, whether now known or later developed, throughout the universe, including on a for profit basis. We don’t have to keep using or displaying your User Content on the RAYLChat App, but we can, forever. We can also do anything else with it – for example, we might develop new features on the RAYLChat App, or even develop commercial products for sale, that are based on ideas or suggestions contained in posts by you or other users, and we have no obligation to compensate you for such use or even notify you of such use. We might also highlight your User Content, change it, incorporate it into other content, use it in a contest or sweepstakes, display advertisements (including targeted ads) in connection with your User Content and to use your User Content for advertising and promotional purposes, and/or post or use it in any medium (inside and outside of the RAYLChat App), in consideration for us granting you access and use of the RAYLChat App but without any additional compensation to you. We own all right, title, and interest in any compilation, collective work or other derivative work created by us using or incorporating your User Content (but we do not own your original User Content). When you use a feature on the RAYLChat App that allows users to share, transform, readapt, modify, or combine User Content with other content, you grant us and our users an irrevocable, non-

exclusive, royalty free, perpetual right and license throughout the universe (yeah, the International Space Station counts) to use, reproduce, modify, display, remix, perform, distribute, redistribute, adapt, promote, create derivative works, and syndicate your User Content in any medium and through any form of technology or distribution and to permit any derivative works to be licensed under these same license terms. The rights granted under this Section 12 will survive the termination of these Terms. You represent and warrant that (a) you have the right to use, share and license to us all User Content that you post or provide on the RAYLChat App, including the right to license to us the right to use the content as contemplated in these Terms; (b) that such User Content does not and will not infringe, violate or misappropriate the rights of anyone or violate the law; (c) that the posting of your User Content on the RAYLChat App will not require us to obtain any further licenses from or pay any royalties, fees, compensation, or other amounts or provide any attribution to any third parties; and (d) the posting of your User Content on the RAYLChat App does not result in a breach of contract between you and a third party. You agree to pay all monies owing to any person as a result of your posting your User Content on the RAYLChat App. So don't contribute any confidential, secret or proprietary content. You agree that you are solely responsible for all of your User Content, and we are not responsible for any loss, theft or damage to, or caused by, your User Content or any other User Content. We have no obligation to preserve, review, host, display or maintain any content posted by you or any other user. In fact, we can reject or remove it from the RAYLChat App at any time, for any or no reason, and without notifying the user who posted it. We reserve the right to monitor all content posted to the RAYLChat App, and to take down anything we think should come down, with or without notice, and without any liability to you, but we don't have to monitor content or remove any User Content except as required by law. We aren't responsible for anything another user may post to the RAYLChat App. If you see something posted that you find improper or offensive, feel free to let us know by clicking on the three dots in the bottom right-hand corner of the specific post and then clicking on "Report Post", but your main remedy is to stop looking at it. All content and materials provided on the RAYLChat App are intended for general information, general discussion, education and entertainment purposes only. Do not construe that such content is either endorsed or verified by us. You rely upon any User Content at your sole risk so be careful. If we think anything illegal might be going on, we have the right to tell the authorities everything we know, including anything you've told us. The Privacy Policy available at [raylchat.honeycommb.com/privacy\\_policy](http://raylchat.honeycommb.com/privacy_policy) gives more specifics. The RAYLChat App Rules and Content Boundaries The RAYLChat App offers lots things to do and lots of ways for you to interact with others. Those activities and tools are offered for your personal information and entertainment. We want to keep this site fun and informative for all participants. Please use them only for that purpose. DO NOT: Post or transmit anything that is inappropriate for a family site ("Objectionable Content") – this includes: • Obscenities, • References to illegal behavior, • Sexually explicit, vulgar, violent or pornographic content • Anything others might reasonably find to be threatening, abusive, derogatory, hateful,

embarrassing, bullying, discriminatory or inflammatory • Anything that is disrespectful, defamatory, or denigrating • Post or transmit anything you don't have the right to use – this includes: other people's private and confidential information, such as credit card numbers, street address, telephone number, email address, or Social Security/National Identity numbers, without their express authorization and permission • Intimate photos or videos, particularly if taken or distributed without the subject's consent • Content that infringes on, invades the privacy of, or violates the rights of another • anything that is false or misleading • Post or transmit ads or commercial messages (including promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other solicitation), or use the RAYLChat App to send emails or other communications to persons who have requested that you not send them communications Make unauthorized copies or derivative works of any content made available on or through the RAYLChat App • Impersonate anyone (real or fictitious), including in a manner that does or is intended to mislead, confuse or deceive others, misrepresent your affiliation with any person or business or provide any false information to us • Create a new account with RAYLChat App, without our express written consent, if we have previously disabled an Account of yours • Solicit, or attempt to solicit, personal information from other users of RAYLChat App • Download or summarize or abstract the RAYLChat App or any of its content for use anywhere else, except through the RAYLChat App's officially designated "Share" buttons (subject to the restrictions discussed elsewhere in these Terms) • Try to hack the RAYLChat App, or access anything you are not supposed to, like other user data, for example (including data-mining technology or automatic or manual process to monitor, cache, frame, mask, extract data from, copy or distribute any data from the RAYLChat App, our network or databases) • Post or transmit spam or anything that might overburden, restrict, disrupt, circumvent the security measures of or harm the RAYLChat App – files too large for the infrastructure to handle, viruses, Trojans, bots, adware, malware, spyware, computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any software or hardware or telecommunications equipment, and so on • Use the RAYLChat App for any unlawful purpose or in furtherance of illegal activities • Engage in targeted abuse, stalking or harassment • Violate any local, state, national, or international law or regulation, or disobey any requirements, procedures, policies, or regulations of networks connected to the RAYLChat App or • Assist or cause others to do or say anything that you are prohibited from doing or saying under these rules. You agree not to use the RAYLChat App to do any of the conduct listed in the above bullets. If you do any of these things, or if you do anything else that we think interferes with the ability of other people to enjoy the RAYLChat App, we have the right to bar you from the RAYLChat App and take any other action we believe is appropriate. International users must comply with all local laws regarding online conduct and acceptable content. Users may use the "Report Post" feature to flag any post be reviewed and dealt with by an administrator. If it turns out any User Content, conduct or use is illegal, malicious or otherwise violates these Terms, we are not responsible — the user that posted such User Content is responsible. External Sites The RAYLChat

App may contain links and pointers to other internet sites and resources, like people who sell tickets or merchandise or offer contests, games or sweepstakes, or just other informational sites (collectively, “External Sites”). These are provided for your convenience, and we don’t necessarily endorse them or guarantee their availability, accuracy, legality, performance or safety. If you choose to follow any links to External Sites, then you proceed at your own risk. Such External Sites are not endorsed, sponsored, administered or operated by us, and you agree that we will not be liable for, and you (or anyone on your behalf) will not assert any claims, demands, causes of action, losses, liabilities, damages or judgments against us arising out of or in connection with the External Sites, including any promotion, advertisement, operation, entries or prizes in connection therewith. You’ll have the ability to share links to RAYLChat App content. Links should never be re-labeled or edited, for example, so as to suggest any sponsorship or affiliation between you and us, nor should any accompanying material make any such suggestion. We have the right at any time and for any reason to require that any link to the RAYLChat App be modified or removed.

**Feedback** While we are continually working to develop and evaluate our own product ideas and features, we know we don’t have all the answers. We therefore welcome your feedback, comments and suggestions. If you choose to contribute by sending us, our employees or our partners any ideas for products, services, features, modifications, enhancements, content, refinements, technologies, content offerings (such as audio, visual, games, or other types of content), promotions, strategies, or product/feature names, or any related documentation, artwork, computer code, diagrams, or other materials (collectively “Feedback”), then regardless of what your accompanying communication may say, the following terms will apply, so that future misunderstandings can be avoided. Accordingly, by sending Feedback to us, you agree that: We have no obligation to review, consider, or implement your Feedback, or to return to you all or part of any Feedback for any reason; Feedback is provided on a non-confidential basis, and we are not under any obligation to keep any Feedback you send confidential or to refrain from using or disclosing it in any way; and You irrevocably grant us perpetual and unlimited permission to use the Feedback and derivatives thereof for any purpose and without restriction, free of charge and without attribution of any kind, including by making, using, selling, offering for sale, importing, and promoting commercial products and services that incorporate or embody Feedback, whether in whole or in part, and whether as provided or as modified.

**Votes; Contests; Sweepstakes** You may have opportunities to vote or enter contests and sweepstakes on the RAYLChat App. You may also have opportunities to enter giveaways on the RAYLChat App. By participating in any of these, you agree to the terms set forth at [raylchat.honeycommb.com/terms\\_of\\_service](http://raylchat.honeycommb.com/terms_of_service), as well as any other terms and conditions we may post with respect to such contest or sweepstakes. In addition, we may conduct programs that do not require sign-up or registration, in which we provide you with a gift or giveaway, for example, as a “thank you” for a post, and/or feature or highlight your post or User Content. You agree that we may conduct these programs and use your User Content and/or posts for them as provided for in these Terms.

**Limitation of Warranties and Remedies**

THE FOLLOWING TERMS IN THIS SECTION 17 APPLY TO THE FULLEST EXTENT PERMITTED BY LAW: We want the RAYLChat App to be an entertaining and valuable place, but we provide it “as is.” That means that we make no promises that the RAYLChat App is accurate, complete, reliable, current, secure or error-free; that it will operate or be accessible without interruption; or that the RAYLChat App will be free from viruses or other harmful components. We also do not verify, endorse or undertake to exert editorial control over anything posted by other users. It is your responsibility, and not ours, to review the information on the RAYLChat App, determine its completeness, effectiveness, accuracy and suitability for your use and pay for any damage resulting from such use. You use the RAYLChat App at your own risk. YOU ACKNOWLEDGE AND AGREE THAT: (A) YOUR SOLE REMEDY FOR ANY PROBLEMS OR DISSATISFACTION WITH THE RAYLChat App IS TO TERMINATE YOUR ACCOUNT AND DISCONTINUE ALL USE OF THE RAYLChat App; (B) THE RAYLChat App AND OUR CONTENT IS PROVIDED "AS IS," YOUR USE AND/OR RELIANCE ON THE RAYLChat App AND/OR ANY OF ITS CONTENT AND/OR DATA ARE SOLELY AT YOUR OWN RISK AND YOU WILL SOLELY BE RESPONSIBLE FOR ANY DAMAGE ARISING THEREFROM; AND (C) WE AND OUR RESPECTIVE AFFILIATES, MEMBERS, TRUSTEES, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES (COLLECTIVELY, AND TOGETHER WITH US, THE “RAYLChat App PARTIES”) EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND, TO THE FULLEST EXTENT UNDER THE LAW, (INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, AND NON-INFRINGEMENT, WITH RESPECT TO THE RAYLChat App). THE RAYLChat App PARTIES DO NOT WARRANT THAT THE RAYLChat App WILL MEET YOUR REQUIREMENTS, THAT IT WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, THAT DEFECTS IN THE RAYLChat App OR CONTENT, INCLUDING USER CONTENT, WILL BE CORRECT OR CORRECTED, OR THAT THE DATA, INFORMATION AND/OR CONTENT (INCLUDING THE ACCURACY OR RELIABILITY THEREOF) OBTAINED ON OR THROUGH THE RAYLChat App IS APPROPRIATE FOR ANY PURPOSE. NO STATEMENTS MADE BY ANY OF THE RAYLChat App PARTIES TO YOU, OR OTHERWISE OBTAINED THROUGH THE RAYLChat App WILL CHANGE THIS DISCLAIMER OR CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. IN NO EVENT WILL ANY OF THE RAYLChat App PARTIES BE LIABLE (UNDER ANY THEORY OF LIABILITY) FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL (INCLUDING DAMAGES FOR LOSS OF REVENUES, PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, AND EVEN IF SUCH PARTIES WERE ADVISED OF, KNEW OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT OF OR RELATING TO USE OF, ACCESS TO, RELIANCE UPON, CONTENT OF,

SECURITY OF, OR INABILITY TO USE THE RAYLChat App OR ANY PART OF IT. WITHOUT LIMITING ANY OF THE FOREGOING, YOU AGREE THAT NONE OF THE RAYLChat App PARTIES SHALL BE RESPONSIBLE OR LIABLE TO YOU OR ANY THIRD PARTY (1) SHOULD WE MODIFY OR DISCONTINUE THE RAYLChat App; (2) FOR REMOVING YOUR USER CONTENT OR ANY OTHER CONTENT (AT ANY TIME) OR SUSPENDING, LIMITING, REFUSING OR TERMINATING YOUR ACCESS TO THE RAYLChat App (OR ANY CONTENT OR OTHER PORTION THEREOF); (3) FOR ANY LOSS OR DAMAGE ARISING FROM YOUR FAILURE TO ADEQUATELY SAFEGUARD YOUR PASSWORD; AND (4) FOR ANY INFORMATION, SOFTWARE, OR MATERIALS FOUND AT ANY OTHER WEB SITE OR INTERNET RESOURCE, INCLUDING THROUGH LINKS FOUND ON THE RAYLChat App. IN ANY CASE, OUR MAXIMUM LIABILITY FOR ANY CLAIM YOU MAY HAVE AGAINST ANY OF THE RAYLChat App PARTIES ARISING OUT OF OR IN CONNECTION WITH THE RAYLChat App OR USE THEREOF IS U.S. \$100 OR THE MINIMUM PERMITTED BY LAW. Indemnification by You To the fullest extent permitted by law, you agree to indemnify, defend and hold the RAYLChat App Parties harmless from and against all claims, actions, liabilities, damages and expenses (including court costs, legal fees, and amounts paid in settlement) arising out of or relating to: (a) your use of the RAYLChat App (including any third party claim that any of the User Content posted by you or your account infringes any third party proprietary right); and/or (b) any actual or alleged violation of these Terms by you. You will cooperate as fully as reasonably required in the defense of any such claim or action; however, we reserve the right, at our own expense, to assume the exclusive defense and control of any matter subject to indemnification by you (in which case, you agree to cooperate with our defense). You are solely responsible and liable for: (i) any breach of your representations, warranties, covenants or obligations under these Terms and for the consequences of such breach, including any resulting loss or damage incurred by us or third parties; (ii) all activities that occur under your registration or account to the RAYLChat App; and (iii) any actions and omissions by any of your personnel and/or other persons and entities under your control or supervision. Dispute Resolution, Arbitration and No Class Actions No Class Actions and Severability: YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. You and we agree as follows: (a) neither you nor we will seek to have a dispute between us (“Dispute”) heard as a class action, private attorney general action, or in any other proceeding in which either party acts or proposes to act in a representative capacity; (b) no arbitration or proceeding can be combined with another without the prior written consent of all parties to the arbitration or proceeding; and (c) if the class action waiver or any part of this Section 19 is found to be illegal or unenforceable as to all or some parts of a Dispute, those parts will be severed and proceed in a court of law, with the remaining parts proceeding in arbitration. Governing Law:

These Terms are governed by the laws of the State of New York without regard to conflict of law principles. If a lawsuit or court proceeding is permitted under these Terms, you and we agree to submit to the personal and exclusive jurisdiction of the state courts and federal courts located within the Southern District of New York for the purpose of litigating any Dispute. Agreement to Arbitrate: You and we agree to arbitrate all Disputes (except those exceptions specifically set out in the next subsection) between you and us or our affiliates, except Disputes related to our intellectual property rights. You and we empower the arbitrator with the exclusive authority to resolve any Dispute, including, without limitation, whether any part of these Terms are void or voidable. Disputes Excluded from Arbitration: You and we agree that nothing in these Terms will be deemed to waive, preclude, or otherwise limit your or our right to: (a) bring an individual action in small claims court; (b) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (c) seek injunctive relief in a court of law; or (d) file suit in a court of law to address an intellectual property infringement claim or to compel or uphold any arbitration decision hereunder. In such cases, neither you nor we shall need to follow the informal negotiations procedure and timeline set out in the next subsection. Informal Negotiations: To help get you and us to a resolution and to control costs for you and us regarding any Dispute, you and we agree to first attempt to informally discuss and try to negotiate a resolution to any Dispute (except the Disputes specifically set out below) for at least 60 days from when notice of the Dispute is sent. Those informal negotiations will commence upon written notice from you to us or us to you. We will send our notice to your registered email address and any billing address that you provided to us. You will send your notice to 405 Lexington Avenue, 32nd Floor, New York, NY 10174, Attn: Scott Booth. After 60 days, you or we may commence arbitration. If the Dispute cannot be resolved within that time period, and if either you or we desire to continue the Dispute, the party desiring to continue the Dispute shall commence arbitration. Commencing Arbitration: If you and we do not resolve a Dispute by informal negotiation, the Dispute shall be settled by binding arbitration before a neutral arbitrator whose decision will be final except for a limited right of appeal under the U.S. Federal Arbitration Act. **YOU AGREE THAT YOU ARE GIVING UP THE RIGHT TO LITIGATE A DISPUTE IN COURT BEFORE A JUDGE OR JURY AND GIVING UP YOUR RIGHT TO A CLASS ACTION.** Arbitration will be administered by the American Arbitration Association (the “AAA”) under its Consumer Arbitration Rules (the “AAA Rules”). You can find more information at [www.adr.org](http://www.adr.org) or by calling 800-778-7879. Arbitration may be conducted in person, through the submission of documents, by phone or online. The arbitrator may award damages to you individually as a court could, including declaratory or injunctive relief, but only to the extent required to satisfy your individual claim. Fees and Location: If you commence arbitration in accordance with these Terms, we will reimburse you for your payment of the filing fee, unless your claim is for more than \$10,000, in which case the payment of any fees will be decided by the AAA Rules. Any arbitration hearing will take place at a location to be agreed upon in New York County, New York, but if the claim is for \$10,000 or less, you may

choose whether the arbitration will be conducted: (a) solely on the basis of documents submitted to the arbitrator; (b) through a non-appearance based telephone hearing; or (c) by an in-person hearing as established by the AAA Rules in the county (or parish) of your billing address. If the arbitrator finds that either the substance of your claim or the relief sought in the demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In that case, you agree to reimburse us for all monies previously disbursed by us that are otherwise your obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve Disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits. Confidentiality of Settlement Offers: During the arbitration, the amount of any settlement offer made by you or us may not be disclosed to the arbitrator until after the arbitrator makes a final decision and award (if any). Minimum Award: If you win in the arbitration, and are awarded an amount that exceeds the last written settlement amount offered by us, we will pay you the highest of the following: (a) the amount awarded by the arbitrator; or (b) \$10,000. Choice of Forum for Disputes That Are Not Subject to Arbitration: You and we agree that any action at law or in equity arising out of or relating to these Terms that is not subject to arbitration shall be filed, and that venue properly lies, only in the state or federal courts located in the Southern District of New York, United States of America and you consent and submit to the personal jurisdiction of such courts for the purposes of litigating such action. Notice and Procedure for Making Claims of Infringement We respect the intellectual property rights of others. Accordingly, we have a policy of removing user content that violates copyright law, suspending access to the RAYLChat App (or any portion thereof) by any user who uses the RAYLChat App in violation of copyright law, and/or terminating in appropriate circumstances the account of any user who uses the RAYLChat App in violation of copyright law. These policies may apply to other forms of infringement. If you believe a user of the RAYLChat App is infringing your copyright, trademark or other intellectual property right, please provide written notice to our agent. Pursuant to the Digital Millennium Copyright Act, Title 17, United States Code, Section 512(c)(2), we have designated Honeycombb to the U.S. Copyright Office as the agent to receive notifications of claimed infringement relating to this RAYLChat App (the "Designated Agent"). All such notifications relating to this RAYLChat App must be a written communication and must include the following information: A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. Identification of the work claimed to have been infringed, or, if multiple works at a single online site are covered by a single notification, a representative list of such works at that site. Identification of the material that is claimed to be infringing or to be the subject of infringing

activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material. Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and/or electronic mail address. A statement that the complaining party has 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. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. You should consult with your own lawyer and/or see 17 U.S.C. § 512 to confirm your obligations to provide a valid notice of claimed infringement. Claims of infringement which include the above required information must be submitted to the Designated Agent as follows: Places App, Inc DBA Honeycommb Email: copyright@honeycommb.com U.S. Mail: 405 Lexington Avenue, 32nd Floor, New York, NY 10174 Upon receiving a proper notification of copyright infringement as described above, we or Honeycommb will remove or disable access to the allegedly-infringing material and promptly notify the alleged infringer of your claim. We also will advise the alleged infringer of the counter-notification procedure, as described in, and required by, the Digital Millennium Copyright Act of 1998, 17 U.S.C. § 512. If we receive a valid counter-notification, we will restore the removed or disabled material after ten (10), but no later than fourteen (14), business days from the date on which we receive the counter-notification, unless our Copyright Agent first receives notice from you, as the party filing the original notification of copyright infringement, informing us that you have filed a court action to restrain infringement of the material in question. Repeat Infringer Policy: Our intellectual property policy is to (a) remove or disable access to material that we believe in good faith, upon notice from an intellectual property owner or his or her agent, is infringing the intellectual property of a third party by being made available through the RAYLChat App; and (b) remove any User Content uploaded to the RAYLChat App by “repeat infringers.” We consider a “repeat infringer” to be any user that has uploaded User Content or Feedback to or through the RAYLChat App and for whom we have received more than two takedown notices compliant with the provisions of 17 U.S.C. § 512 with respect to such User Content or Feedback. We have discretion, however, to terminate the Account of any user after receipt of a single notification of claimed infringement or upon our own determination. Notifications You agree to transact with us electronically. Your affirmative act of registering, using or logging into the RAYLChat App constitutes your acceptance signature to these Terms. **AT OUR DISCRETION, WE MAY PROVIDE NOTICES TO YOU ELECTRONICALLY (A) VIA E-MAIL IF YOU HAVE PROVIDED US WITH A VALID EMAIL ADDRESS OR (B) BY POSTING THE NOTICE ON A WEBSITE DESIGNATED BY US FOR THIS PURPOSE.** The delivery of any Notice is effective when sent or posted by us, regardless of whether you read the Notice or actually receive delivery. You can withdraw your consent to receive Notices electronically by discontinuing your use of the RAYLChat App. Additional Applications We may offer additional software applications to help you gain access

to the RAYLChat App. In such circumstances, we will grant you a personal, non-exclusive, non-transferable, limited license to install such software applications solely on the devices you will use to access the RAYLChat App. You agree that we may provide you from time to time with automatic upgrades of these applications, which you will accept for installation. Please note that certain retail application stores that offer our applications may have separate sales terms that will be binding on you if you elect to download our applications from such merchants. Our software is offered solely to individuals for personal, non-commercial use. Users acquire the software with only those rights set forth herein. Your use of the software must comply with all applicable laws and regulations of the United States and any other applicable jurisdictions. You may not copy, make derivative works, resell, distribute, or make any commercial use of (other than to keep and share information for your own non-commercial purposes) any content, materials, or databases from our network or systems. You may not sell, sublicense or redistribute our software applications or incorporate them (or any portion of them) into another product. You may not reverse engineer, decompile or disassemble the software or otherwise attempt to derive the source code (except where expressly permitted by law) or the communications protocol for accessing the RAYLChat App or out networks. You may not modify, adapt or create derivative works from the software or remove proprietary notices in the software. Term and Termination As between you and us, the term of these Terms commences as of your first access or use of the RAYLChat App and continues until the termination of the Terms by either you or us. Any rights and obligations created by these Terms and which by necessary implication continue after expiration or termination, including any provisions relating to ownership and/or your licensing to us of intellectual or other property, representations, warranties, limitations of liability, disclaimers, indemnification, dispute resolution, governing law, venue, jurisdiction, or any prohibitions or restrictions respecting any access to, use of, or other activities concerning the services or content, will survive any termination or cancellation of these Terms, the RAYLChat App or your registration. If any portion of any term in these Terms is declared unlawful, void or for any reason unenforceable by any court or arbitration panel, then all other terms will remain in effect and you agree that the court or arbitrator should endeavor to give effect to the intentions of us and you as reflected in these Terms; but, if such endeavor is impossible, then such portion will be deemed severable from the remaining term(s) and will not affect the validity and enforceability of such remaining terms. Miscellaneous The section headings in these Terms are for convenience only and must not be given any legal import. The waiver of any provision of the Agreement shall not be considered a waiver of any other provision or of our right to require strict observance of each of the terms, and our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. You agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of these Terms or your use of RAYLChat App. A printed version of these Terms and of any notice given in electronic form shall be admissible in any and all judicial or administrative proceedings relating to these Terms to the same extent as

other business documents and records originally generated and maintained in printed form. Any rights not expressly granted in these Terms are reserved to us. You agree that we may assign or sublicense any of our rights, and/or transfer, subcontract or delegate any of our obligations, under these Terms. Your agreement to these Terms is personal to you and you may not transfer or assign them to any third party. For purposes of these Terms: (a) if you are accessing the RAYLChat App as an employee or representative of a company or organization, these Terms are binding upon both you individually and that company or organization, and references to “you” shall apply to you individually and such company or organization; (b) any form of the word “include” shall be considered to be followed by the words “without limitation”; and (c) whenever you are restricted from taking any action hereunder, you are also restricted from directly or indirectly authorizing, permitting or cooperating with a third party or affiliate to take such action. These Terms constitute the entire and exclusive and final statement of the agreement between you and us with respect to the subject matter hereof, and govern your use of the RAYLChat App, superseding any prior agreements or negotiations between you and us with respect to the subject matter hereof. You also agree to abide by the terms of any agreement to which you agree when downloading any software that we make available through the RAYLChat App and/or when using particular elements of the RAYLChat App (e.g., terms specific to a provider or relating to payment). NOTICE REGARDING APPLE. You acknowledge that these Terms are between you and us only, not with Apple, and Apple is not responsible for the RAYLChat App or the content thereof. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the RAYLChat App. In the event of any failure of the RAYLChat App to conform to any applicable warranty, then you may notify Apple and Apple will refund the purchase price for the relevant application to you; and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation whatsoever with respect to the RAYLChat App. Apple is not responsible for addressing any claims by you or any third party relating to the RAYLChat App or your possession and/or use of the RAYLChat App, including, but not limited to: (a) product liability claims; (b) any claim that the RAYLChat App fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement, and discharge of any third party claim that the RAYLChat App or your possession and use of the App infringes that third party’s intellectual property rights. You agree to comply with any applicable third party terms, when using the RAYLChat App. Apple, and Apple’s subsidiaries, are third party beneficiaries of these Terms, and upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third party beneficiary of these Terms. You hereby represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. If we provide a translation of the English language version of these Terms,

the translation is provided solely for convenience, and the English version will prevail.