



ReaXium Mobile App Subscription Agreement

You ("Subscriber") have requested access to the ReaXium School Bus App (the "App") provided by ReaXium, Inc. ("ReaXium"), a Florida company. You agree that the App is subject to the terms of the following subscription agreement ("Agreement"):

1. Term

The term of your subscription begins on the date you activate your account. Our default subscription term is monthly (*i.e.* 28-31 days). The term automatically renews authorizing us to charge you as per our subscription agreement the necessary fees due for each period, if applicable. As the subscription is automatically renewing as per the term length, so is this Agreement and the parameters set forth within.

1.1 Term and Renewal. This Agreement shall remain in full force and effect while you use the App. Your subscription will renew automatically until it is cancelled in accordance with this Section. For all subscriptions, you must cancel your subscription before it renews in order to avoid billing of subscription fees for the renewal term to your credit card, if applicable..

1.2 Cancellation Policy for subscriptions. You may cancel your subscription prior to any renewal term through the Account Management section of the App. Please note that only certain cancellation methods are permitted as described within this Agreement. We do not provide prorated credits or refunds beyond any applicable "money back" guarantee. A more detailed explanation of our "No Refund" policy is described below. If you don't properly cancel your account, it will automatically renew for the same term length that was most recently in effect.

1.3 Terminating Your Account. We reserve the right to suspend or terminate your account at any time; however, as a practical matter, suspension or termination usually only happens in two circumstances: (a) you haven't paid your subscription fee on time, if applicable; or (b) you haven't complied with our subscription terms. In most cases, in the event of non-payment, a grace period will be allotted automatically by the App to provide you with an opportunity to bring your account current, if applicable. In the event of a breach of subscription terms, our precise course of action will depend upon the nature of the breach and the effect, if any, on our service as a whole and our intellectual property rights. IF AN ACCOUNT IS TERMINATED OR CANCELLED FOR ANY REASON (BY YOU OR US), ALL DATA EXISTING IN THE ACCOUNT (INCLUDING, BUT NOT LIMITED TO, NOTIFICATIONS, REPORTS, ACTIVITY, COMMENTS, AND SO FORTH), IS SUBJECT TO IMMEDIATE DELETION REGARDLESS OF WHETHER YOU BECOME A NEW SUBSCRIBER AT A LATER DATE.

2. Fees and Payments - If Applicable

You must be 18 years of age or older to purchase or sign-up a subscription to the App. If you are less than 18 years of age and want to make any such purchase, please ask your parent or guardian to complete the purchase on your behalf. You agree to pay the subscription fees and any other charges incurred in connection with your account for the App (including any applicable taxes) at the rates in effect



when the charges were incurred. Subscription fees will be billed at the beginning of your subscription and any renewal. By giving us your payment information (e.g. credit card information) you are expressly giving us permission to charge you for all fees incurred in connection with your account. ReaXium reserves the right to modify subscription fees or impose additional fees at any time by providing you notice in advance and an opportunity to cancel. Subscription fees are due in advance, when service is first made available to you. For example, if you activate your account on June 1st and you're on a monthly billing cycle, then fees for service from June 1 – June 30 are due in full on June 1st. Fees for service from July 1 – July 31 will be due July 1st, and so forth. If we don't receive timely payment, we reserve the right to suspend or terminate your account. We reserve the right to revoke access to your activated account until payment is deemed successful.

2.1 Payment through Third Parties. In addition, use of the App may necessitate usage of services from third parties not related to Us, including, without limitation, our Payment Gateway partner ("Payment Gateway Partner"), Stripe (whose terms are located at <https://stripe.com/legal> - please note that We may from time to time change our Payment Gateway Partner at Our discretion). You agree that the terms of use for Stripe (or our Payment Gateway Partner from time to time) including such terms as amended from time to time in the Payment Gateway Partner's sole discretion, are incorporated into this Agreement, and you will be subject to any terms applicable to such third party services ("Third Party Terms") . For any subscription you purchase, you authorize subscription fees to be billed automatically to the means of payment you designate. You agree to provide a valid means of payment and accurate, complete and updated information required by the subscription registration form. By submitting your means of payment (e.g., credit card) as the form of payment, you represent and warrant that your use of such means of payment is authorized and that all information that you submit is true and accurate (including, without limitation, credit card number and expiration date). In doing so, you also authorize charges to your means of payment for all amounts payable by you based on the subscription plan you selected, including, but not limited to, all fees and any applicable taxes. Failure to comply may result in the immediate suspension or termination of your access to the App. If you want to update your credit card on file, you can do so through the Account Management section of the App. \n addition, you give us the right to use this information in response to a valid legal process, or for the purpose of establishing or protecting our rights. We don't assume any responsibility for any use or disclosure by any third parties.

2.2. Non-Refundable. As a general matter, all fees and charges are non-refundable. We reserve the right to issue refunds or credits at our sole discretion. If we do issue a refund or credit, we are under no obligation to issue the same or similar refund in the future. If you contract with us for a monthly subscription and decide a few days later that you'd like to cancel, we don't issue a refund



relating to prepaid amounts associated with the remainder of any unused term. We also don't issue refunds or credits because you didn't use the service over any particular period of time. The policy helps us efficiently plan for and address anticipated server loads, staffing needs, and product improvements. We provide multiple pricing plans that fairly balance your reasonable flexibility needs with our reasonable business needs.

2.3 Unable-to-be-processed payments. If we are unable to process your means of payment at any time, your account may be immediately suspended or terminated and you will remain responsible for all amounts payable by you to us. Your agreement with your credit issuer governs use of your credit card. You must refer to those agreements with respect to your rights and liabilities as, as applicable, a cardholder. We reserve the right to continue to collect payment (and to continue to attempt to collect payment) that has not been collected due to technical or other issues.

3. User Accessibility

Each user needs a unique username and password to use our App. We reserve the right to assign these credentials, but generally we allow you to choose your own credentials so long as they're not already in use, aren't inappropriate or offensive, and don't infringe upon anyone else's rights. We don't authorize sharing usernames. One subscription grants you access to the App through the login credentials granted to you. One login credential pair (username and password) will only work on one unique device at a time. In order to access the App from different devices (e.g. mobile phone, tablet, or computer), the user needs to log out of any active sessions. Each user who would like control of their login credentials and active sessions on the App must subscribe individually to our system.

3.1 Guidelines for Account Administration. It is extremely important that you protect your subscribed access to the App by not disclosing your unique login credentials to anyone. In the event you do, as the authorized subscriber, you are responsible for any and all data or activity produced, copied, shared, or disclosed by the particular users you allow to login to the App using your paid-for login credentials. Each user has certain abilities and access rights provided by the App, and we assume no responsibility for acts inconsistent with the guidelines below. Generally, the individual who initially activated the account ("Subscriber") has the authority, during the period for which the party has paid for access to the account, to: (a) cancel the account; and (b) access any and all data in the account, including the authority to contact support and request that we override existing user-designated access permissions and protocols. The party or entity whose credit card and/or other payment information being used for the account ("Designated Payor") will determine the Subscription plan size and therefore the allotted number of App users under one Subscription. These App users have the same access rights as the Subscriber, even if the Designated Payor is not the same person or entity as the Subscriber. However, per paid



subscription, only the allotted number of sets of login credentials will be issued. If the Subscriber and Designated Payor are not the same person, but require the same access to the App, a Subscription plan with at least 2 allotted end users will be required to activate two sets of login credentials. Accordingly, the Subscriber should use extreme care when determining the Designated Payor, and review such information regularly to confirm its accuracy.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, AT ALL TIMES WE RESERVE THE EXCLUSIVE RIGHT (BUT DO NOT ASSUME THE OBLIGATION) TO REQUEST ANY ADDITIONAL EVIDENCE THAT WE BELIEVE IS REASONABLE AND SUFFICIENT TO ESTABLISH THAT THE PERSON REQUESTING ANY PARTICULAR ADMINISTRATIVE ACTION HAS THE REQUISITE LEGAL AUTHORITY TO DO SO. IN ADDITION, DUE TO THE SENSITIVE NATURE OF SUBSCRIBER DATA, PRIOR TO COMPLETING ANY ADMINISTRATIVE ACTION ON YOUR BEHALF WE RESERVE THE RIGHT (BUT ARE NOT OBLIGATED) TO REQUIRE A SIGNED, NOTARIZED STATEMENT OR AFFIRMATION: (A) ATTESTING TO THE EXISTENCE OF SUFFICIENT LEGAL AUTHORITY FOR YOU TO DIRECT US TO PERFORM THE REQUESTED ADMINISTRATIVE ACTION; AND (B) AGREEING TO INDEMNIFY, HOLD HARMLESS AND DEFEND REAXIUM (AND ITS PARENT, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS) FROM AND AGAINST ANY CLAIM ARISING FROM OR RELATING TO YOUR LEGAL AUTHORITY TO DIRECT COMPLETION OF THE ADMINISTRATIVE ACT REQUESTED.

3.2 Privacy and Your Account. Registration data and other information about you are subject to our Privacy Policy. If your access to the App has been provided by or through a third party (for example, your employer or an education institution where you are a guardian to a student) (each, a "Third Party"), the Third Party may have provided us with information about you to enable us to provide you with access to the App and distinguish you from other subscribers (such as your email address or name). If you access the App using a password, you are solely responsible for maintaining the confidentiality of that password. If you provide someone else with access to your password to the App, they will have the ability to view information about your account and make changes through the App. You agree to notify us promptly if you change your billing and delivery addresses and email address so we can continue to contact you and send any notices required hereunder. If you fail to notify us promptly of a change, then any notice we send to your old address shall be deemed sufficient notice. If you believe someone has accessed the App using your user name and password without your authorization, please immediately notify us by contacting support@reaxium.com. Through the App, you may choose to reset your password.

4. Our Responsibilities



It's our ongoing desire to keep the App up, accessible, and fast. We work every day to make that happen. Also, we assure you that all confidential data that you store in your account, will be treated in accordance with the terms set forth in paragraph 7 ("Intellectual Property Rights") and paragraph 10 ("Response To Legal Process") below. When we need to schedule maintenance, we will try to schedule it at times when most of our users aren't typically using the App. We will also try to give all of our users advance notice by way of an advance alert in the App or through email communication. If at any time you can't access your account, please contact our support team members by phone between 9am and 5pm Eastern time, or you can email them anytime at support@reaxium.com. In the unlikely event of a system-wide issue, it is very likely we already know about it (we perpetually monitor our App), and that multiple people are attempting to resolve it as quickly as possible. We all know that the Internet, and often your individual connection to it, can occasionally be slow or even inaccessible. Access issues can adversely affect your experience using the App. Also, it's possible that events out of our control (e.g. Acts of God, fire, flood, hurricane, other *force majeure* events, DNS (Domain Naming System) or other attacks), may happen that will also adversely affect our App or your ability to access it. Neither of us is responsible for the effect of any such events. We have implemented a series of highly protective procedures – including working with some of our industry's most respected hosting platforms and other service providers - that are intended to give us and our partners an extremely high degree of redundancy, security, and reliability.

5. Your Responsibilities

The subscriber in whose name the account is activated is ultimately responsible for all use of the account, all actions of authorized or unauthorized end users, and all the data uploaded to the account. As such, we strongly recommend that you follow "good computing" practices, such as: keeping activated login credentials like your username or user ID and password confidential; frequently changing your password; using good anti-virus and security software; and keeping your device and the App version up to date. Your password should be strong, utilizing combinations of upper and lower case characters, numbers, and special characters.

5.1 Third party fees or charges. You also are responsible for any fees or charges incurred to access the App through an Internet access provider or other third party service, including any mobile data charges or other fees charged to you by your wireless carrier if you access the App via a mobile device. AS BETWEEN YOU AND US, YOU, AND NOT US, ARE RESPONSIBLE FOR PAYING ANY AMOUNTS BILLED TO YOUR MEANS OF PAYMENT (E.G., CREDIT CARD OR PAYPAL ACCOUNT) BY A THIRD PARTY, EVEN IF NOT AUTHORIZED BY YOU.

5.2 System Requirements. Your system may need to meet certain minimum requirements in order for you to be able to utilize the App. You are solely responsible for ensuring that your system meets the Minimum System Requirements and for any costs associated with this.



5.3 Passwords and access to the App. To obtain access to the App, you may be required to register with ReaXium which may include providing your name, address, email address, age and gender (and/or other information requested by us) to create a ReaXium account. You will also be required to choose a username and password or access code (collectively, the "Password"). You agree to: (i) provide current, complete, true and accurate information; (ii) maintain and update your information as required to keep it current, complete and accurate; and (iii) provide additional information about yourself as may be requested by us from time to time. Please note that we may use such information in accordance with the Privacy Policy. We reserve the right to require you to periodically change your Password. You agree:

1. That you are and shall be responsible for maintaining the confidentiality and security of your Password, and for restricting access to your device, downloaded App, and your Password;
2. Not to share, transfer, lease, assign or sublicense any Password without ReaXium's prior written consent;
3. Not to circumvent the password restrictions on the App, nor allow others to do so on your behalf;
4. Not to use anyone else's Password;
5. To notify ReaXium immediately upon discovery or suspicion of compromise of the confidentiality of any Password; and
6. That we may impose restrictions on the number of concurrent log-ins via your account (e.g., may prohibit more than one App log-in using your account at any given time).

You acknowledge and agree that your subscription to the App is personal to you and that you will not share your Password or grant any other person access to the App, using your Password or otherwise, without ReaXium's prior written consent. You further acknowledge and agree that you shall be solely liable and responsible for all activities that occur under your Password. You further agree that ReaXium shall not be responsible for your failure to comply with this Section or any loss or damage arising out of, or related to, the use of your Password by you or anyone other than us. You may not use the App for any unlawful purpose or for any purpose other than as expressly authorized herein. We shall have the right, in our sole discretion, to refuse or restrict anyone from access to any or all of the App at any time for any reason or to refuse to permit you to use a Password for any reason, including but not limited to, that your Password impersonates someone else, is protected by trademark or other intellectual property rights, or is vulgar or otherwise offensive, as determined solely by us in our sole discretion. You may only receive login access to the the App if you are a subscriber in good standing with a valid, authorized credit card or PayPal account on file with ReaXium.

6. Activities We Don't Allow

Our App is not to be used for: (a) any independent licensing, sub-licensing, renting, leasing, or other kind of resale; (b) any distribution of "spam"; (c) sending, storing or uploading any obscene, unlawful or infringing material, or violating anyone's rights; (d) sending, storing, or uploading any malicious code, viruses, or the like, or doing anything that disrupts the performance of the App generally; (e) impersonating anyone, including our personnel; (f) providing support or resources to organizations designated by the United States government as terrorist organizations; (g) attempting to gain unauthorized access to our servers or partners; (h) attempting to circumvent or interfere with any of our user or usage metering or pricing, or attempting to thwart any restrictions or limitations that accompany the ordinary use of the App; The App is not to be accessed in any way other than by the ReaXium provided or authorized login interface.

6.1 Limitations on Use:

1. Only one individual may access the App at the same time using the same user name or password.
2. The text, graphics, images, video, artwork, metadata and other data, design, organization, compilation, look and feel, advertising and all other protectable intellectual property, including but not limited to any copyrights, trademarks, service marks, trade names, trade dress, patent rights, or database rights (the "Content") available through the App are our property or the property of our advertisers and licensors and are protected by copyright and other intellectual property laws. Unless you have our written consent, you may not use, sell, publish, distribute, retransmit or otherwise provide access to the Content received through the App to anyone, with the following exceptions:
 - a. You may occasionally use our share functions within the App, if applicable, to distribute some of the Content. You are not permitted to use this service for the purpose of regularly providing other users with access to content from the App.
3. Additional Restrictions on Use of the Content.
 - a. You agree not to rearrange or modify the Content available through the App. You agree not to display, post, frame, or scrape the Content for use on another website, app, blog, product or service, except as otherwise expressly permitted by this Agreement. You agree not to create any derivative work based on or containing the Content. The framing or scraping of or in-line linking to the App or any Content contained thereon and/or the use of webcrawler, spidering or other automated means to access, copy, index, process and/or store any Content made available on or through the App other than as expressly authorized by us is prohibited.

- b. You further agree to abide by exclusionary protocols (e.g., Robots.txt, Automated Content Access Protocol (ACAP), etc.) that may be used in connection with the App. You may not access parts of the App to which you are not authorized, or attempt to circumvent any restrictions imposed on your use or access of the App.
 - c. As a general rule, you may not use the Content in any commercial product or service, without our express written consent.
 - d. You may not create apps, extensions, or other products and services that use our Content without our permission. You may not aggregate or otherwise use our Content in a manner that could reasonably serve as a substitute for a subscription to the App.
 - e. Any unauthorized or prohibited use of any Content may subject you to civil liability, criminal prosecution, or both, under applicable federal, state, local laws, or applicable foreign laws, rules, regulations and treaties. We require users to respect our copyrights, trademarks, and other intellectual property rights and shall enforce same.
 - f. You may not access or view the App with the use of any scripts, extensions, or programs that alter the way the App is displayed, rendered, or transmitted to you without our written consent.
4. You agree not to use the App for any unlawful purpose. We reserve the right to terminate or restrict your access to the App if, in our opinion, your use of the App may violate any laws, regulations or rulings, infringe upon another person's rights or violate the terms of this Agreement.

7. Intellectual Property Rights

The App is owned and operated by ReaXium, Inc, a Florida corporation. Our company websites, our manuals, FAQs, and all related collateral materials, in addition to our name, logos, taglines, and goodwill all belong exclusively to us. Your rights to use the App and the related materials are subject to the terms of this Agreement. We don't grant any rights to use anything else without written consent from one of our authorized company officers. We don't allow anyone to: (a) modify, copy, or create derivative works based on our App, its copyrighted design, or its "look and feel"; (b) frame or mirror any part of the App; (c) use any "bots", "spiders", scripts, or other similar devices or processes in connection with our App; (d) apply or attempt to apply any virus, worm, Trojan horse or similar malicious code to our App; or (e) reverse engineer, decompile or disassemble our App. Data that you upload or post to the App, if applicable, ("Subscriber Data") is treated as strictly confidential, and we won't use it or disclose it to anyone, except as set forth in this Agreement. We can assure you that access to Subscriber Data is not only treated as confidential with respect to third parties but also highly restricted within our own

organization. We only access and use Subscriber Data to: (a) address technical problems or handle support issues, and then only in a highly confidential manner; or (b) as we believe may be required to permit the normal operation of the App and comply with applicable law. Subscriber Data doesn't include data relating to the use or operation of our App, such as anonymous usage-related data and technical-related data that we collect in connection with the use of the App ("Usage Data"). As is common with most software-as-a-service providers, we reserve the right to collect, monitor, aggregate and use Usage Data in any way. Usage Data improves the functionality and performance of our App, provides us with real, actionable data on user preferences and behaviors, determines performance benchmarks, and aids us in developing helpful content for schools, families, and the entire ReaXium community. As between you and us, Subscriber Data is confidential and yours; however, you give us as license to host, copy, transmit and display your data as is necessary for the normal operation of our App, in connection with the inter-operation of our App with other third-party Apps with which we integrate, and as otherwise noted in this Agreement. We claim no ownership rights whatsoever (by express or implied lien, operation of law, or otherwise) in any Subscriber Data that you upload to our App; provided, however, access and availability to the Subscriber Data is subject to the terms and conditions contained in this Agreement.

7.1 Comments and Suggestions. We welcome your comments and suggestions, and our design team regularly reviews them. Submitting comments and suggestions is completely voluntary. We don't provide any compensation or acknowledgement for them, but we value them as important feedback. Upon providing it to us, you grant to us a perpetual, irrevocable, worldwide, royalty-free license to use and incorporate the feedback in any manner relating to the use, improvement, marketing or operation of the Application. Please don't ever send us anything that may infringe upon someone else's rights or violate any confidences. We don't want any such information, we would never purposefully accept or use any such information, and assume no responsibility for it. Feedback for the App can be sent by email correspondence to support@reaxium.com.

8. Liability Limitations

WITH THE SOLE EXCEPTION OF THE EXPRESS TERMS OF ANY SERVICE-LEVEL GUARANTEE OR "MONEY BACK" GUARANTEE THEN IN EFFECT, THE APPLICATION, AND ALL OF ITS RELATED MATERIAL, IS MADE AVAILABLE "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE." REAXIUM MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND WITH RESPECT TO THE APPLICATION, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANT-ABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, EACH OF WHICH IS HEREBY EXPRESSLY DISCLAIMED. THERE IS NO GUARANTEE THAT ACCESS TO THE APPLICATION WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ANY DEFECTS WILL BE



CORRECTED. REAXIUM IS NOT LIABLE FOR DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THE USE OF, OR THE INABILITY TO USE, THE SERVICE. REAXIUM IS NOT LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING FROM OR RELATING TO THE SERVICE. THE MAXIMUM LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT PAID BY YOU TO REAXIUM FOR YOUR SUBSCRIPTION DURING THE 12 MONTHS PRIOR TO THE INCIDENT. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY EVEN IF REAXIUM HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, KNEW OF THE POSSIBILITY, OR SHOULD HAVE KNOWN OF THE POSSIBILITY, REGARDLESS OF HOW SUCH DAMAGES MAY HAVE ARISEN, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY UPON WHICH A CLAIM IS BASED. From time to time we may provide functionality that facilitates access to, or integrates with, other third-party applications or services (e.g. synchronization with your associated organization's website or servers). You give us the right to use Subscriber Data as required for the normal interaction and inter-operation of our App with the third-party application. We do not assume any responsibility for the operation or support of such application, the terms and conditions for use of those services – including important terms and conditions which may relate to their use of Subscriber Data - are set by the respective providers. THE WARRANTY LIMITATIONS, DISCLAIMERS, AND OTHER LEGAL PROTECTIONS APPLICABLE TO REAXIUM HEREIN MAY BE ASSERTED IN FULL BY ITS PARENT, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND AFFILIATED COMPANIES, AND EACH ARE INTENDED THIRD-PARTY BENEFICIARIES OF SUCH PROTECTIONS.

9. Indemnity

You agree to indemnify, hold harmless, and defend ReaXium from and against any and all claims, losses, damages and expenses, including reasonable attorneys' fees, arising out of or relating to: (a) your Subscriber Data; (b) your use of the App; and (c) your negligent acts or omissions, or those of your unauthorized users.

10. Response to Legal Process

The privacy and security of account data is of the utmost importance to us. If we are served with a legal request to produce or disclose any account data (such as via subpoena or court order) we will first provide the affected Subscriber(s) with notice of the disclosure request so as to provide such Subscriber(s) with the opportunity to promptly intervene, unless we are specifically prohibited from doing so by law or court order. We reserve the right to take any action that is necessary to comply with law, to protect our rights, or to protect the rights of our other subscribers.

11. Availability of Service through other Platforms; Third Parties



If you download and access the App, the applicable End User License Agreement for the mobile service through which you downloaded the mobile application may apply in addition to the terms of this Agreement and you agree that you are subject to such application or platforms terms in addition to this Agreement.

11.1 Third Party Payment Services. From time to time, we will use a third party not affiliated with us to process payments for the subscription to access the App, such as “Stripe” (a Third Party Processor). When using such Third Party Processor you may be subject to additional terms of use/service and privacy policy(ies) of the Third Party Processor.

12. Third Party Web Sites, Services, and Software

Your use of any third party websites, content, data, information, applications, goods, services or materials (collectively, “Third Party Services”) does not constitute an endorsement by, nor does it incur any obligation, responsibility or liability on our part or of our affiliates. Accordingly, we encourage you to be aware when you leave the App and to read the terms and conditions and privacy policy of each Third Party Service you use.

13. General

This Agreement contains the final and entire agreement between us regarding your use of the App and supersedes all previous and contemporaneous oral or written agreements regarding your use of the App or subscription. We may discontinue or change the App, or its availability to you, at any time. This Agreement is personal to you, which means that you may not assign your rights or obligations under this Agreement to anyone. No third party is a beneficiary of this Agreement. You agree that this Agreement, as well as any and all claims arising from this Agreement will be governed by and construed in accordance with the laws of the State of Florida, United States of America, without regard to any conflict or choice of law principles. For all litigation which may be brought, subject to the requirements for arbitration hereunder, with respect to any controversy or claim, arising out of or relating to this Agreement or any relationship between us, the sole jurisdiction and venue for such litigation will be an appropriate federal or state court located in the Counties of Palm Beach or Broward in the State of Florida. Our failure to enforce any provision of this Agreement or to respond to a breach by you or other parties of this Agreement shall not in any way waive our rights to subsequently enforce any term or condition of this Agreement. We agree that the prevailing party in any litigation or arbitration shall be entitled to recover reasonable legal fees, costs and disbursements from the non-prevailing party. In the event that any provision of this Agreement is held illegal, void or ineffective, the remaining portions will remain in full force and effect. This Agreement shall not be construed so as to create any third-party beneficiaries, except as specifically stated herein. ReaXium may modify this Agreement from time to time and such modification shall be automatically effective upon posting in the App or on the company website at



www.reaxium.com. Continued use of the service after the posting of a revised Agreement constitutes your acceptance of the revised Agreement.

13.1 Changes to Subscriber Agreement. We may change the terms of this Agreement at any time by notifying you of the change in writing or electronically (including without limitation, by email or by posting a notice on the App that the terms have been "updated" or similar words). By using the App after changes are made to this Agreement you signify that you agree to be bound by such changes. You acknowledge and agree that you shall be responsible for reviewing this Agreement from time to time for changes, and that changes to this Agreement shall be effective thirty days after posting.. By continuing to use the App after we have posted any such changes in the Agreement, you are agreeing to be bound by all of the Agreement, as amended, with respect to your use of the App following the posting of such changes.

Please direct all inquiries to:

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