

RUSTR TERMS OF USE

Last Updated: This Agreement was last revised on May 1, 2025.

The following terms of use ("**Agreement**") is a legally binding agreement between RUSTR MUSIC CORP. ("**RUSTR**", "**Our**", "**Us**", or "**We**") and you ("**You**" or "**Your**") and applies to Your use of: (i) the RUSTR social networking website at <https://rustrweb-dev.web.app/> and all other websites owned and operated by RUSTR that redirect to <https://rustrweb-dev.web.app/> and all subdomains of <https://rustrweb-dev.web.app/> (collectively, the "**Website**"); (ii) RUSTR branded mobile applications and services ("**Mobile Apps**"); (iii) the password protected areas of the Website or Mobile Apps that allow You to access certain features or functions and use Your Account (as defined below); and (iv) any other features, content, or applications offered or operated from time to time by RUSTR in connection with the RUSTR brand, social network, product or services, including when RUSTR is accessed via the internet, mobile or other device (collectively, "**Services**", and each is a "**Service**").

IMPORTANT – YOU MUST BE AT LEAST 13 YEARS OLD TO USE ANY OF THE SERVICES. IF YOU ARE UNDER THE AGE OF MAJORITY IN THE JURISDICTION WHERE YOU RESIDE, YOU MUST HAVE YOUR PARENT OR LEGAL GUARDIAN READ THIS AGREEMENT IN ITS ENTIRETY AND AGREE TO IT FOR YOU. IF YOU ARE UNDER THE AGE OF MAJORITY IN THE JURISDICTION WHERE YOU RESIDE AND YOU DO NOT GET YOUR PARENT OR GUARDIAN TO READ AND AGREE TO THIS AGREEMENT, THEN YOU DO NOT HAVE PERMISSION TO USE ANY OF THE SERVICES. NOTWITHSTANDING THE FOREGOING, IF YOU ARE YOUNGER THAN 13 YEARS OLD YOU DO NOT HAVE PERMISSION TO USE ANY OF THE SERVICES IN ANY WAY, REGARDLESS OF WHETHER YOUR PARENT OR GUARDIAN HAS READ AND AGREED TO THIS AGREEMENT.

PLEASE READ THIS AGREEMENT CAREFULLY. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS IN THIS AGREEMENT OR BECOME DISSATISFIED WITH THE SERVICES IN ANY WAY: (1) YOU MAY NOT USE THE SERVICES; (2) YOU MUST DISCONTINUE YOUR USE ANY OF THE SERVICES; AND (3) IF APPLICABLE, YOU MUST TERMINATE YOUR USER ACCOUNT (AS DEFINED BELOW).

1. Scope of this Agreement.

- a) **Application of this Agreement.** This Agreement constitutes legally binding terms and applies to such use of the Services, regardless of the type of device used to access them ("**Device**"), unless such Services post a different terms of use, terms of service or end user license agreement, in which case that agreement ("**Other Terms**") shall instead govern. By accessing and/or using any of the Services, You agree to be bound by this Agreement (or if applicable, the Other Terms), whether You are a "**Visitor**" (which means that You simply browse the Services or otherwise use the Services without being registered) or You are a "**Member**" (which means that You have registered with Us). The term "**User**" refers to a Visitor or a Member. You are authorized to use the Services (regardless of whether Your access or use is intended) only if You agree to abide by all applicable laws, rules and regulations ("**Applicable Laws**") and the terms of this Agreement. In addition, in consideration for becoming a Member and/or making use of the Services, You must indicate Your acceptance of this Agreement during the registration process. Thereafter, You may create Your account ("**Account**"), and its associated profile ("**Profile**") in accordance with the terms herein.

- b) **Additional Terms.** In some instances, both this Agreement and separate guidelines, rules, or terms of service setting forth additional or different terms and/or conditions will apply to Your use of the Services or to User Content (as defined below) or to a service or product offered via the Services (in each such instance, and collectively, "**Additional Terms**"). To the extent there is a conflict between this Agreement and any Additional Terms, the Additional Terms will control unless the Additional Terms expressly state otherwise. Use of the Services and registration to be a User of the Services is void where prohibited and subject to compliance with Applicable Laws, this Agreement and any applicable Additional Terms.
- c) **Privacy Policy.** As a condition to using the Services, You agree to the terms of Our Privacy Policy which can be reviewed here: <https://rustrweb-dev.web.app/> . (the "**Privacy Policy**"). Information collected about You by the Services is subject to the Privacy Policy, which may be updated from time to time.

2. **Eligibility.**

- a) You must be thirteen (13) years old or older to access the Services, and/or install or use the Software Product. If you are not yet thirteen (13) years old, you may not access the Site or Content and/or install the Mobile Apps. If you are at least thirteen (13) years old but not yet eighteen (18) years of age, please have your parent(s) or legal guardian(s) review this Agreement with you, discuss any questions that you might have and give you their permission to access the Services, and/or install and use the Mobile Apps. If you are a parent or a guardian, you are responsible for exercising supervision over your children's online activities. If you do not agree to the terms of this Agreement, do not let your child access and/or use the Services, and/or install or use the Mobile Apps. If you are the parent or guardian of a child under the age of thirteen (13) and you believe that your child is using the Services without your authorization, please contact RUSTR.
- b) Each time You post any Content, You represent and warrant that You are at least 13 years old or have all proper consents from the parent or legal guardian, of any minor (including Yourself) who is at least 13 years old and who is depicted in or contributed to any Content You submit, and that, as to that Content, You are the sole author or owner of the Content posted by You on, through or in connection with the Services and have the lawful right to grant the licenses described in this Agreement, without RUSTR having any obligation to obtain consent of any third party and without creating any obligation or liability of RUSTR.

- 3. **Acceptance of Terms.** By accessing, receiving, and/or using the Services, You agree, without limitation or qualification, to be bound by and to comply with this Agreement, Other Terms, Additional Terms and Applicable Laws. If You do not agree to be bound by this Agreement (or any applicable Other Terms or Additional Terms) and to abide by all Applicable Laws, then You are not authorized to use the Services and must discontinue use.

- 4. **Use of the Services on Behalf of an Organization.** If You are using the Services on behalf of an organization (such as a not-for-profit corporation, other corporation, a company, or a partnership): (i) You are agreeing to this Agreement for that organization and represent and warrant to Us that You have the authority to bind that organization to this Agreement (in which event, "You" and "Your" will refer to that organization) unless that organization has a separate agreement in effect with Us, in which event the terms of that agreement will govern Your use of the Services; (ii) You may use the Services only in compliance with this Agreement and only if You have the power to form a legal agreement with Us and are not barred under any Applicable Laws from doing so; and (iii) Your use of the Services shall be

governed by this Agreement, except where any separate agreement governing Your Account expressly purports to supersede or prevail over this Agreement. If, after acceptance of this Agreement, We find that You do not have the legal authority to bind such organization, You will be personally responsible for the obligations contained in this Agreement.

5. Your Right to Use the Services.

- a) Access to the Services.** Subject to the terms set forth in this Agreement, We grant to You a personal, limited, non-exclusive, non-transferable, and terminable license to access and use the Services.
- b) Proprietary Rights.** You acknowledge and agree that the Services contain proprietary Services and confidential information that belongs to Us, Our licensors or suppliers, Users, and other third parties. You agree that the Services and confidential information are protected by laws, including laws relating to patents, copyrights, trademarks, trade secrets, other proprietary and intellectual property rights, unfair competition, and privacy rights and laws (collectively, "**Proprietary Rights**"). We retain all right, title, and interest in the Services and Our Content (as defined herein). This Agreement and any Additional Terms include only limited grants of rights to Our Content and to use and access the Services.
- c) Acceptable Use.** You shall not use the Services in any fashion except as expressly permitted by this Agreement. Without limiting the generality of the foregoing, You shall not and shall not encourage or assist any person or entity to, directly or indirectly, do any of the following acts: (i) sell, reproduce, modify or attempt to modify the Services or any of Our Content (as defined below) in any way; (ii) reverse engineer, disassemble or decompile any software used to provide or access the Services, or attempt to discover or recreate the source code used to provide or access the Services; (iii) use any of the Services in any manner or for any purpose other than as expressly permitted by this Agreement, Other Terms or Additional Terms; (iv) sell, lend, rent, resell, lease, sublicense or otherwise transfer any of the rights granted to You with respect to the Services to any third party; (v) remove, obscure or alter any proprietary rights notice pertaining to the Services; (vi) access or use the Services in a way intended to improperly avoid incurring fees or exceeding usage limits or quotas; (vii) use the Services to engage in any unlawful or fraudulent activity or perpetrate a hoax or engage in phishing schemes or forgery or other similar falsification or manipulation of data; (viii) use the Services to post any inappropriate Content, such as Content: (1) containing unlawful, defamatory, threatening, pornographic, abusive, libelous or otherwise objectionable material of any kind or nature, (2) containing any material that encourages conduct that could constitute a criminal offense, or (3) that violates the intellectual property rights or rights to the publicity or privacy of others; (ix) interfere with or disrupt servers or networks used by Us to provide the Services or used by other Users to access the Services, or violate any third party regulations, policies or procedures of such servers or networks or harass or interfere with another User's full use and enjoyment of any of the Services; (x) cause, in Our sole discretion, inordinate burden on the Services or Our system resources or capacity; (xi) modify, translate, or create derivative works based on any portion of the Services or any of Our Content; (xii) access or use the Services in order to build a competitive product or Services or copy any features or functions of the Services; (xiii) circumvent or modify, attempt to circumvent or modify, or encourage or assist any other party in circumventing or modifying any security technology or software that is part of the Services; (xiv) impersonate or attempt to impersonate Us or Our employees (including, without limitation, the use of e-mail

addresses associated with any of the foregoing); (xv) use the Account, username, or password of another User of the Services at any time; or (xvi) violate any Applicable Laws. You acknowledge and additionally agree that We reserve the right to stop any conduct that restricts or inhibits other Users of the Services from fully utilizing and enjoying the Services and, further, We reserve the right to act to delete any and all Content (as defined below) that contravenes any of this Agreement or which may otherwise have a negative impact on the safe, respectful, legal, friendly and courteous operation of the Services. You are expressly prohibited from sublicensing Your right to use the Services to any other person and prohibited from permitting any person other than You to use the Services under Your Account (as defined below).

6. Accounts.

- a) **Accounts.** In order to access or utilize certain aspects of the Services, You may be required to establish and maintain a valid Account with Us. You may be required to create and maintain a unique username and password and You may be required or we may provide the option for You to sign in to your Account using your email account or a social networking account (such as facebook). You are solely responsible for maintaining the confidentiality of information relating to Your Account and for meeting any other necessary requirements to access your Account, such as the creation of a separate and unrelated email account or social networking account.
- b) **Profiles.** As a Member, You will be able to create a profile associated with Your Account (“**Profile**”). We may offer You the ability to choose how You share or make Your Profile, or aspects of it, available to others by means of “**Profile Settings**”, which functionality may change as the Services evolve. You may adjust the status of Your Profile in Your Profile Settings. We will make good faith efforts to honor Profile Settings, but are not responsible for errors and reserve the right to change the way Settings and preferences work from time to time, so visit Your Profile Settings regularly to ensure that they reflect Your preferences and to see how We may have added or changed how You can exercise choice. You may not use any Profile for the purpose of impersonation, deception or confusion. RUSTR may suspend or terminate Profiles, and/or the Membership of Accounts associated with them, in the event they do not comply with this Agreement, or for any other or no reason, in RUSTR’s sole discretion.
- c) **Accurate Information.** You agree to provide accurate, current, and complete information concerning Your Account and to use reasonable efforts to maintain and promptly update the information to keep it accurate, current, and complete. You agree that if You provide information that is intentionally inaccurate, not current or incomplete in a material way, or We have reasonable grounds to believe that such information is untrue, inaccurate, not current, or incomplete in a material way, We have the right to suspend or terminate Your use of the Services, any portion thereof, or any Services, or other benefits You receive from Us relating to the Services.
- d) **Responsibility.** You understand and agree You are solely responsible for all activities that occur through Your Account. You agree to immediately notify Us if You suspect any unauthorized use of Your Account or any other security breach and to fully cooperate with Us to remedy any issues related to the suspected or actual unauthorized use or security breach.
- e) **Contact with You.** You understand and agree that We may retain information relating to Your history of transactions involving Us, including after termination of Your Account. You further understand and agree that We may contact You if You “opt-in” to receive

information from Us, even if Your Account has been terminated (provided that You have not withdrawn Your consent to receive such communication).

7. Use by Members.

- a) The Services are for the personal use of Members and Users and may only be used for direct commercial purposes if they are authorized by RUSTR. RUSTR reserves the right to remove commercial Content in its sole discretion. Without limiting the generality of the commercial use restrictions, the unauthorized collection of usernames, user id numbers or similar designation, and/or email addresses of Members by electronic or other means, or employing third party promotional sites or software to promote Profiles for money, is prohibited. Commercial advertisements, endorsements, affiliate links, and other forms of unauthorized data collection or solicitation may be removed from Profiles without notice or explanation and may result in termination of Membership privileges.
- b) To maintain the Services in a manner We deem appropriate and to the maximum extent permitted by applicable law, RUSTR may, but will not have any obligation to, review, monitor, display, reject, refuse to post, store, maintain, accept or remove any Content (as further defined below) posted (including, without limitation, private RUSTR messages, public comments, public group chat messages, private group chat messages or private instant messages (collectively, "**Messages**")) by You, and RUSTR may, in its sole discretion, delete, move, re-format, remove or refuse to post or otherwise make use of Content without notice or any liability to You or any third party in connection with Our operation of the Services in an appropriate manner. Without limitation, We may do so to address Content that comes to Our attention that We believe is offensive, obscene, lewd, lascivious, filthy, violent, harassing, threatening, abusive, illegal or otherwise objectionable or inappropriate, or to enforce the rights of third parties or this Agreement or any applicable Additional Terms, including, without limitation, the Content restrictions set forth in Section c).

8. Content.

- a) **Your Content.** In this Agreement, "**Content**" means, collectively, text, files, documents, reports, results, information, bulletins, images, logos, photos, video, works, works of authorship or similar materials (including written communications); and "**post**" means to transmit, submit, display and/or publish. By posting any Content on, through or in connection with the Services, You hereby grant to Us a non-exclusive, transferable, sublicensable, royalty-free, fully paid, perpetual, irrevocable, worldwide license to use, aggregate, reproduce, transmit, distribute, modify, delete from, add to, combine with other Content, create derivative works of, display, perform, and otherwise fully exploit such Content in connection with the Services and Our (and Our successors' and assigns') businesses, including without limitation for promoting and redistributing part or all of the Services (including, but not limited to, any other features, Content, services or applications offered or operated from time to time by Us in connection with Our business) in any media formats and through any media channels (including, without limitation, third party websites and feeds), and including after termination of Your Account or this Agreement. Each time You post Content, You represent and warrant that: (i) You own the Content posted by You, or otherwise have the right to grant the license set forth in this Section 8a); (ii) the posting of Your Content does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any party; and (iii) no fees or payments of any kind shall be due by Us to any organization for the distribution of Your Content as contemplated by this Agreement and You agree to pay for all royalties, fees, and any other monies owing to any party by reason of the use of

any Your Content or any Content posted by You. Except as otherwise described in the Privacy Policy, or any Additional Terms, You agree that: (1) Your Content will be treated as non-confidential - regardless of whether You mark it/them "confidential", "proprietary", or the like - and will not be returned; and (2) RUSTR does not assume any obligation of any kind to You or any third party with respect to Your Content. Upon Our request, You will furnish Us with any documentation necessary to substantiate the rights to such Content and to verify Your compliance with this Agreement and any applicable Additional Terms. You acknowledge that the internet, and the technology of Ours and third parties used to enable the Services, may be subject to breaches of security and that You are aware that the posting of Content may not be secure, and You will consider this before posting any Content. You further understand and acknowledge that You may be exposed to Content posted by Other Users' ("**User Content**") that is inaccurate, offensive, indecent, or objectionable, and, to the maximum extent permitted by law, You agree to waive, and hereby do waive, any legal or equitable rights or remedies You have or may have against RUSTR with respect thereto.

- b) Our Content.** The Services contain Content owned by Us ("**Our Content**"). Our Content is protected by Proprietary Rights, and We own and retain all rights in Our Content and the Services. We hereby grant You a limited, revocable, non-sublicensable, non-transferable license to reproduce and display Our Content (excluding any software code) solely for Your personal use in connection with viewing the Website or Mobile Apps and using the Services. The foregoing limited license: (i) does not give You any ownership of, or any other intellectual property interest in, any of Our Content, and (ii) may be immediately suspended or terminated for any reason, in Our sole discretion, and without advance notice or liability. In some instances, We may permit You to have greater access to and use of the Services, subject to certain Additional Terms. You are only granted a limited license, and, as between You and Us, there is not a sale with respect to Our Content.
- c) User Content.** The Services contain User Content. Except as otherwise provided within this Agreement, or in any Additional Terms, You may not copy, download, communicate, make available, modify, translate, publish, broadcast, transmit, distribute, perform, display, sell or otherwise use any User Content appearing on or through the Services.
- d) Licensed Content.** The Services may contain Content of third party licensors that are not Users (such licensors, "**Third Party Licensors**" and such Content "**Third Party Content**"). Third Party Content is protected by copyright, trademark, patent, trade secret and other laws, and each Third Party Licensor retains rights in its Third Party Content. Subject to any applicable Additional Terms, You are hereby granted a limited, revocable, non-sublicensable license to view, or listen to, as applicable, the Third Party Content solely for Your personal, internal use in connection with viewing and using the Services. Except for the foregoing limited license, and except as otherwise expressly provided in writing by Us, You are granted no right, title or interest in any Third Party Content. You are only granted a limited license, and, as between You and Us, there is not a sale with respect to Third Party Content. Except as otherwise provided within this Agreement or applicable Additional Terms, You may not copy, download, communicate, make available, modify, translate, publish, broadcast, transmit, distribute, perform, display, sell or otherwise use any Third Party Content.
- e) Our Responsibility for Content.** We may delete any Content (including, but not limited to, Your Content) that in Our sole judgment violates this Agreement or which may be offensive, illegal or violate the rights of any party, or harm or threaten the safety of any party. We assume no responsibility for monitoring the Services for inappropriate Content

or conduct. If at any time We choose, in Our sole discretion, to monitor the Services, We nonetheless assume no responsibility for the Content, no obligation to modify or remove any inappropriate Content, and no responsibility for the conduct of the party submitting such Content. We cannot, do not and will not guarantee the accuracy, completeness and quality of any Content appearing on, or otherwise made available by, the Services, including, but not limited to, any of Our Content or User Content. You acknowledge and agree that reliance on any Content accessible through the Services is solely at Your own risk. WE WILL NOT BE LIABLE TO YOU OR ANY OTHER PERSON FOR THE USE, MISUSE OR RELIANCE ON ANY CONTENT OR THE SERVICES.

- f) **Metadata.** We are continuously looking for ways to optimize and improve the Services and Our business generally. Creating and generating Metadata (as defined below) helps Us in that regard. We will, from time to time, collect data about how You interact and use the Services (“**Activity Data**”). We will also, from time to time, create anonymous data and records derived from and generated by Your Activity Data and certain demographic and other information when You register as a Member (collectively, “**Metadata**”). By using the Services, You hereby grant to Us a world-wide, fully-paid, royalty-free, irrevocable perpetual, unrestricted, transferrable, sub-licensable, right and license to create Metadata. We exclusively own all rights, including, but not limited to, intellectual property rights, in and to all Metadata and We are entitled to the unrestricted use and dissemination of all Metadata for any purpose (commercial or otherwise).

9. **Dealings with other Users and Third Parties.**

- a) For Your convenience, the Services may contain links to or at times redirect You to other websites and online services owned or controlled by third parties. Also, the Services may connect to social networking websites that are not owned or controlled by Us. These other websites and online services are not under Our control, and You acknowledge and agree that We are not responsible or liable for the accuracy, collection or use or disclosure of information, copyright compliance, legality, decency, or any other aspect of such websites or online services or the content displayed on or through them. The inclusion of such a link does not imply Our endorsement of any such website or online service, the content displayed on or through it, or any association with its operators, and You agree not to hold Us responsible for any harm that may arise based on Your access to or use of any linked website or online service.
- b) **Third Parties and Other Users.** We have no control over any third parties or other third party resources available to You via the Services (such as through hypertext links). You acknowledge and agree that Your interactions with any third parties (including, but not limited to, other Users) via the Services are solely between You and such parties and We do not verify the credentials, representations or communications of third parties nor do We endorse any Content, advertising, products, or other materials on or available from such resources. We do not warrant any such third party or any of their communications, products or services. Any exchange of information, data or other communication or interaction between You and a third party, is solely between You and such third party. You agree that We will not be liable, directly or indirectly, for any loss or damage of any kind or nature arising out of or related to, or incurred in reliance upon, any such communication, interactions, links, resources or Content.
- c) **Your Interactions.** You are entirely responsible for Your communications and interactions with individuals, organizations, and third parties through the Services. Such communications and interactions are solely between You and such individuals, organizations, and third parties. You understand and agree that: (i) We are not

responsible or liable for any injury, loss, or damage You incur as a result of any of Your communications or interactions; and (ii) We will not become involved in the event of a dispute between You any and any other individual, organization, or third party.

10. Modifications to the Services. You understand and agree that We reserve the right to modify, suspend, and/or discontinue any part or all of the Services at any time and that We will not be liable to You (or to any other person) for doing so, even if such modifications make it more difficult or impossible for You or any other person to interact with the Services.

11. Access and Security.

a) Your Responsibilities. It is strongly recommended that You log out and close all windows when You conclude Your sessions with the Services. You are responsible for: (i) certain aspects relating to the security of the Services, including Your access, user names, passwords and the facilities You utilize to interact with the Services (including Your Account); (ii) all of Your activities that occur through or in connection with the Services; (iii) any act or omission by You relating to access to and use of the Services; and (iv) implementing security and other policies and procedures necessary to limit access to the Services, including the maintenance of the confidentiality of all usernames and passwords associated with Your Account. You agree to immediately notify Us of any attempted or actual unauthorized access or use of the Services and/or any other breaches of security. You acknowledge and agree that We will not be liable, directly or indirectly, for any acts or omissions by You. If You suspect or become aware of: (i) any loss of Your password; or (ii) any attempted or actual unauthorized access to Your Account, You must immediately notify Us.

b) Transmissions and Processing of Services. You understand that the technical processing and transmission of Your electronic communications is fundamentally necessary to Your use of the Services. You expressly consent to Our interception and storage of Your electronic communications and/or Your data. You understand that Your electronic communications will involve transmission over the internet, and over various networks, only part of which may be owned, controlled and/or operated by Us. You understand that changes to Your electronic communications may occur in order to conform and adapt data to the technical requirements of connecting networks and devices. You understand that electronic communications may be accessed by unauthorized parties when communicated across the internet, network communications facilities, telephone, or other electronic means. You agree that We are not responsible for any electronic communication and/or Your data which are lost, altered, intercepted or stored without authorization during the transmission of any data whatsoever across networks not owned, controlled and/or operated by Us.

12. Safety in Interactions with Other Users

- a) RUSTR is not responsible for the behavior of any Users within or outside of the Services. You should exercise appropriate caution in all interactions with other Users, particularly if You communicate with other Users outside of the Services or decide to meet another User in person. You should not provide personal or financial information (e.g. credit card or bank information) to other Users.
- b) YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER USERS. YOU UNDERSTAND THAT RUSTR DOES NOT CONDUCT CRIMINAL BACKGROUND CHECKS ON ITS USERS OR OTHERWISE INQUIRE INTO THE BACKGROUND OF ITS USERS OR ATTEMPT TO VERIFY THE STATEMENTS OF ITS USERS. RUSTR MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE

CONDUCT OF USERS BUT RESERVES THE RIGHT TO CONDUCT ANY CRIMINAL BACKGROUND CHECK OR OTHER SCREENINGS (SUCH AS SEX OFFENDER REGISTER SEARCHES) AT ANY TIME USING AVAILABLE PUBLIC RECORDS.

- c) IN NO EVENT SHALL RUSTR BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, COMPENSATORY, CONSEQUENTIAL, AND/OR INCIDENTAL, ARISING OUT OF OR RELATING TO THE CONDUCT OF YOU OR ANYONE ELSE IN CONNECTION WITH THE USE OF THE SERVICES, INCLUDING WITHOUT LIMITATION, BODILY INJURY, EMOTIONAL DISTRESS. FINANCIAL LOSS AND/OR ANY OTHER DAMAGES RESULTING FROM COMMUNICATIONS OR MEETINGS WITH OTHER USERS OF THE SERVICES OR PERSONS YOU MEET THROUGH THE SERVICES. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL INTERACTIONS WITH OTHER MEMBERS OF THE SERVICES, PARTICULARLY IF YOU DECIDE TO MEET IN PERSON. YOU UNDERSTAND THAT RUSTR MAKES NO GUARANTEES, EITHER EXPRESS OR IMPLIED, REGARDING YOUR ULTIMATE COMPATIBILITY WITH INDIVIDUALS YOU MEET THROUGH THE SERVICE.

13. Termination of Your Account.

- a) **Termination of Account** . We may suspend or terminate Your use of the Services (in whole or in part) at any time, with or without cause, and with or without notice to You, including for:
- i. breaches of this Agreement;
 - ii. requests by law enforcement, government agencies or court order;
 - iii. security, technical issues or problems;
 - iv. non-payment of any fees owed by You to Us; or
 - v. extended periods of inactivity.
- b) **Effects of Termination**. You understand and agree that We will not be liable to You or any other person for any termination of Your right to use the Services. Upon termination, We may remove or delete any Content associated with You. We will have no further obligation to grant You any access to or use of the Services.

14. **Your Indemnification of Us**. To the maximum extent permitted by applicable law, You agree to indemnify, defend (at RUSTR's election) and hold RUSTR, its subsidiaries, and affiliates, subcontractors and other partners, and their respective officers, agents, partners and employees, harmless from any loss, liability, claim, or demand, including, but not limited to, reasonable attorneys' fees and costs, alleged by any third party due to or arising out of or in connection with: (a) Your use of the Services, and Your activities in connection with the Services; (b) Your violation or anticipatory violation of any Applicable Laws in connection with Your use of the Services, or Your activities in connection with the Services; (c) a breach or anticipatory breach of this Agreement or any Additional Terms; (d) any breach of Your agreements, representations and warranties set forth in this Agreement; (e) any Content that You post on, through or in connection with the Services; (f) information or material transmitted through Your Device used to access the Services, even if not submitted by You, that infringes, violates, or misappropriates any copyright, trademark, trade secret, trade dress, patent, publicity, privacy, or other right of any person or entity; (g) any misrepresentation made by You; and (h) RUSTR's permitted use of the information that You submit to Us (including Your Content) (all of the foregoing, "**Claims and Losses**"). You will cooperate fully as required by RUSTR in the defense of any Claims and Losses.

Notwithstanding the foregoing, RUSTR retains the exclusive right to settle, compromise, and pay any and all Claims and Losses. RUSTR reserves the right to assume the exclusive defense and control of any Claims and Losses. You will not settle any Claims and Losses without, in each instance, the prior written consent of an officer of RUSTR.

15. Representations and Warranties.

a) **Your Representations and Warranties.** You represent and warrant that: (i) all of the information You provide to Us is correct; (ii) You have all necessary right, power, and authority to enter into this Agreement and to perform the acts required of You under this Agreement; (iii) You will not disrupt the normal flow of any access to, or use of, the Services; (iv) You will use the Services in compliance with all Applicable Laws; and (v) You will not use any of the Services in a manner not permitted under this Agreement or in a manner that interferes with any websites or network resources operated by Us or any third party.

b) **Disclaimer of Warranties.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND RELATING TO THE SERVICES OR TO ANY CONTENT, INFORMATION, PRODUCTS, OR SERVICES AVAILABLE THROUGH THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT: (i) THE SERVICES WILL MEET YOUR REQUIREMENTS; (ii) THE SERVICES WILL BE TIMELY, SECURE, ERROR-FREE OR OPERATE IN AN UNINTERRUPTED FASHION; (iii) ANYTHING AVAILABLE THROUGH THE SERVICES WILL BE ACCURATE, RELIABLE, OR USEFUL; AND (iv) ANY ERRORS WILL BE CORRECTED. ANY INFORMATION, SERVICES, OR OTHER ITEMS OBTAINED VIA THE SERVICES ARE PROVIDED TO YOU SOLELY AT YOUR RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY HARM TO YOU OR TO OTHERS, DAMAGE TO YOUR COMPUTER, SYSTEMS, OR OTHERWISE, OR ANY LOSS OF DATA THAT RESULTS FROM ANYTHING OBTAINED VIA ANY INTERACTIONS WITH THE SERVICES OR OTHER USERS. ONLY THE LIMITATIONS WHICH ARE ALLOWED AND LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU. OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW.

16. **Limitation of Liabilities.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT WE (INCLUDING ALL OF OUR SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES AND LICENSORS) SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, LOSS OF GOODWILL, LOSS OF USE, LOSS OF DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER OR NOT RESULTING FROM: (i) USE OR THE INABILITY TO USE THE SERVICES; (ii) THE COST OF OBTAINING SUBSTITUTE SERVICES OR DATA; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) CONTENT, STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICES; (v) ANY INFORMATION, PRODUCT, OR SERVICE YOU OBTAIN THROUGH THE SERVICES; OR (vi) ANY OTHER MATTER RELATING TO THE SERVICES. OUR MAXIMUM AGGREGATE LIABILITY TO YOU ARISING OUT OF OR RELATING TO THIS AGREEMENT IS LIMITED TO THE FEES YOU PAID US IN THE TWELVE MONTH PERIOD PRIOR TO THE EVENTS GIVING RISE TO SUCH CLAIM (OR, IF NO FEES

WERE PAID BY YOU, THEN OUR AGGREGATE LIABILITY TO YOU SHALL BE LIMITED TO FIFTY DOLLARS (\$50 CAD)). THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

17. **Feedback.** We welcome Your feedback and comments regarding the Services. By submitting or providing Us with comments, messages, suggestions, ideas, concepts, feedback or other information about the Services, Us and/or Our operations (collectively, "**Submissions**") You thereby and hereby: (a) represent and warrant that none of the Submissions are confidential or proprietary to You or to any other party; (b) represent and warrant that none of the Submissions breach any agreement to which You are a party; and (c) grant Us an exclusive fully paid-up, royalty-free, perpetual, irrevocable, unrestricted, transferable, sub-licensable, worldwide right and license to the right to use, share and commercialize Your Submissions in any way and for any purpose. You also waive in favour of RUSTR, its licensees and its successors and assigns any and all of Your moral rights in and to all Submissions. These rights survive this Agreement.
18. **Wireless and Mobile.** The Services may offer certain features and services that are available to You via Your wireless Device used to access the Services. These features and services may include the ability to access the Services' features and upload Content to the Services, receive messages from the Services, message other Users and download applications to Your wireless Device (collectively, "**Wireless Features**"). Standard messaging, data, and other fees may be charged by Your carrier to participate in Wireless Features. Fees and charges may appear on Your wireless bill or be deducted from Your pre-paid balance. Your carrier may prohibit or restrict certain Wireless Features and certain Wireless Features may be incompatible with Your carrier or Device. You should check with Your carrier to find out what plans are available and how much they cost or any other questions regarding these carrier-related issues. You agree that as to the Wireless Features for which You are registered for, We may send communications to Your wireless Device. You may uninstall Our applications from your Device to terminate the Services related to them.
19. **General Terms.**
 - a) **Entire Agreement.** This Agreement (and the documents referred to herein, including, without limitation, Additional Terms) constitute the entire agreement between Us and You regarding the Services and supersedes any prior agreements between Us and You with respect to the Services.
 - b) **Choice of Law.** You and We agree that this Agreement will be construed and governed by the laws of the Province of Ontario and the laws of Canada applicable in that Province, without regard to conflicts of law principles or provisions. You and We agree that in the event of any dispute arising out of or relating to this Agreement or Your use of the Services shall take place in the exclusive jurisdiction and venue in courts located in the City of Kitchener, Ontario. You and We mutually agree that neither of Us shall raise (and hereby waive) any defenses based upon venue, inconvenience of forum, or lack of personal jurisdiction in any action or suit brought in accordance with the foregoing.
 - c) **No Waiver.** Our failure or Your failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of the right or provision. If any provision of this Agreement or the Additional Terms is found by a court of competent jurisdiction to be invalid, then You agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and that the other provisions of this Agreement and the Additional Terms remain in full force and effect.

- d) **No Assignment By You.** You agree that Your rights under this Agreement are personal to You, and that You do not have the right to assign, transfer, or convey (by operation of law or otherwise) this Agreement or any right or interest under this Agreement herein in whole or in part without Our prior written consent. Any attempt to do so shall be null and void.
- e) **We May Assign the Agreement.** You understand that We may transfer ownership or operation of all or any part of the Services to another person, and You agree that if We do so We may assign Our rights and obligations under this Agreement to another person. You will remain bound by all of the terms and conditions of this Agreement following any such assignment by Us.
- f) **Our Right to Amend the Agreement.** We have the right to update this Agreement at any time. We will endeavor to provide notice to You, however, it is Your responsibility to check to see if this Agreement has been updated. You acknowledge and agree that if You use the Services following an update to this Agreement, You will automatically be bound by all of the terms in the updated Agreement as if those terms were in the original Agreement accepted by You.
- g) **Survival.** In the event of any termination or expiration of this Agreement for any reason, all provisions of this Agreement whose meaning requires them to survive shall survive the expiration or termination of this Agreement, including Sections 5.b, 6.c, 6.d, 7.b, 8.b, 8.c, 8.e, 8.f, 9, 11.b, 12.c, and 13 – 17.
- h) **Construction.** The word “including,” in its various forms, as used in this Agreement and the Additional Terms means “including, without limitation.” The words “such as,” in their various forms, as used in this Agreement and the Additional Terms means “such as, by way of non-limiting example.” The division of this Agreement into sections and subsections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect. *Les parties aux présentes ont expressément exigé que cette convention et tous les autres contrats, documents ou avis qui y sont afférents soient rédigés en langue anglaise.*

20. **Contacting RUSTR.** If You have questions about this Agreement, feel free to contact Us:

Email address: contact@rustr.ca

Mail address: 424 London Rd., Sarnia, Ontario, Canada Postal Code: N7T4W8