

RENTAL AGREEMENT AND RELEASE

Effective Date: 11/01/2022

1. **Rental Agreement**. This rental agreement and release of liability (this “Agreement”) is entered into by and between you (“Renter” “you”, or “user”) and Orangekik, LLC, a Florida limited liability company, including its employees, directors, officers, shareholders, vendors, agents, or representatives (collectively, “Company”, “us”, “we”, or “our”), whose principal address is 205 N. Banana River Drive, Ste 101, Merritt Island, Florida 32952*.* Together, the Company and you represent the “Parties” to this Agreement. In consideration for your use of our products and services, Application (together, “Application” shall mean the mobile application, website, domains and subdomains, related web pages, content, functionality, products, and services offered on or through the application, or any other medium), or business relationship with the Company (collectively, the “Services”), the Company requires that you (acting for yourself or on behalf of your family, heirs, agents, affiliates, representatives, successors, assigns, guests, invitees, passengers, and any other third- party that may assert a claim by and through your actions or inactions in relation to the Application or Services) agree to all terms and conditions in this Agreement prior to using or having access to the Company’s Services or Application. Services include, without limitation, (i) the rental and/or use of electric vehicles, scooter, or mobilization device or equipment, it operates (whether leased or owned) (“Vehicle”), and (ii) all other equipment, support, services, and information provided or made available by the Company to you (collectively, together with the Vehicle, the “Equipment”). Please refer to the Company’s Terms of Use and Privacy Policy, of which are both wholly incorporated herein. PLEASE CAREFULLY READ THE ENTIRETY OF THIS AGREEMENT AS IT CONTAINS LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR USE OF SERVICES AND THE APPLICATION.

## Representations and Warranties

* 1. You represent and warrant that you are 18 years of age or older, of sound mind, fully competent, and have the right and authority to enter into this Agreement and the authority to bind its successors, heirs, assigns, and beneficiaries hereto.
	2. You represent and warrant that you are legally allowed and physically fit to operate the Vehicle.
	3. You represent that you are physically able to use the Equipment and have not been otherwise advised against such use by a medical professional nor do you have any health-related reasons or problems which may preclude your use of the Equipment or otherwise aggravate any pre-existing conditions.
	4. You further represent that you are capable of and agree to satisfy all terms, conditions, and obligations herein, and your use of the Services and Application is and will be in compliance with all applicable laws.
	5. You represent that you have read, understood, agree with, and will abide by the terms of this Agreement.
	6. You represent and warrant that you are the **sole user and renter, sole Vehicle occupant**, and solely responsible for compliance with the terms of this Agreement.

## Use of Vehicle

* 1. All Equipment must be utilized in a safe and prudent manner that is consistent with manufacturer’s and Company’s instructions, its intended purpose, and in compliance with all applicable laws.
	2. You understand and acknowledge that Vehicles may not be available at all times. Vehicles are only available during Company operating hours, on a first come, first serve basis. The number of Vehicles are limited and availability is never guaranteed.
	3. In the event you wear glasses or similar apparatuses, you agree to wear them at all times while operating the Vehicle.
	4. By choosing to ride in or operate a Vehicle, you assume all responsibilities and risks for any injuries or medical conditions. You are responsible for determining whether conditions, including, without limitation, road conditions, rain, fog, snow, hail, ice, heat, or electrical storms, make it dangerous to operate a Vehicle. You are advised to adjust your behavior and braking distance to suit the weather, visibility, surrounding environment, road conditions, and traffic conditions.
	5. The Vehicles and other products or Services, including any ancillary equipment or other materials, provided by the Company are the sole and exclusive property of the Company.
	6. You must not dismantle, write on, or otherwise modify, repair or deface a Vehicle, any part of a Vehicle, helmet, phone/charger, or other Company equipment in any way.
	7. You must not write on, peel, or otherwise modify or deface any sticker on a Vehicle in any way.
	8. You must not use a Vehicle, or other Company equipment, for any advertising or other commercial purpose without the express written permission of Company.
	9. At any time, with or without reason, the Company may require you to return the Vehicle at any time.
	10. You agree to operate the Vehicle in the manner in which it is designed, in accordance with the Company’s and the manufacturer’s instructions, and in a safe manner at all times. You agree not to use the Vehicle in a prohibited area or over a compromised or unsafe surface that may reasonably cause damage to the Vehicle.
	11. You agree to abide by all local, state, federal, and other applicable laws, ordinances, regulations, and traffic signs pertaining to the use, riding, parking, charging, and/or operation of the Vehicle (including helmet laws). Please review the appropriate helmet standards (Snell, CPSC, ANSI, or ASTM approved or meeting Federal Motor Vehicle Safety Standard No. 218 (49 C.F.R. Sec. 571.218), as applicable) and ensure the helmet has been properly sized, fitted, and fastened.
	12. You understand and acknowledge that the Vehicle is electronic and requires charging from time to time in order to operate. The charge power decreases with use, so you must charge the Vehicle appropriately in preparation for your intended use of the Vehicle. As the charge power decreases, so do the operational capabilities of the Vehicle (which may cease entirely and unexpectedly). The level of charging is not guaranteed upon pickup from the Company. You alone are responsible for maintaining an adequate and safe charge level of the Vehicle. The burn rate of the charge level and charging rate varies between each individual Vehicle. The distance or time in which the Vehicle may be operational is not guaranteed. **Renter agrees that he/she is responsible and liable for any misuse, consequences, claims, demands, causes of action, losses, liabilities, property or fire or other damages, injuries, costs, and expenses, penalties, attorney’s fees, judgments, suits, or disbursements of any kind or nature whatsoever related to Renter charging or attempting to charge the Vehicle.**

## Prohibited Uses

* 1. You agree that you are prohibited from the following:
		1. Engaging in road rage, verbal or physical altercations, or other disturbances while using, operating, or possessing the Vehicle;
		2. Carrying or holding items that may impair your ability to drive safely or add excess weight to the Vehicle;
		3. Using a cell phone, text messaging device, smart watch or other communications device, or portable music player;
		4. Operating the Vehicle while under the influence of drugs, medications, alcohol, or other substance that may impair your ability to safely operate the Vehicle;
		5. Carrying or transporting another person or child;
		6. Using locking mechanisms or security device other than those provided by the Company or manufacturer;
		7. Parking or storing the Vehicle (i) in a prohibited location. (ii) on private property without the permission of the property owner, (iii) in a right of way or easement in a manner that blocks access, in whole or in part, to other authorized persons or unabridged ingress and egress, or (iv) any high-traffic area that may result in damage to the Vehicle;
		8. Using the Vehicle in any manner other than how it is intended to be used by the manufacturer or in violation of this Agreement, or the Company’s instructions. You may not use the Vehicle for racing, stunt or trick riding, in a dangerous manner, or in any other manner that materially deviates from the intended purpose and use of the Vehicle.
		9. Operating the Vehicle through unusual, unsafe, or hazardous conditions (including, water, fire, ice, unpaved roads, construction sites, off-roading, or over road hazards or objects)
		10. Leasing or subleasing the Vehicle to any third-party or otherwise using the Vehicle for commercial purposes without the express written prior consent of the Company;
		11. Operating the Vehicle in a manner that causes a nuisance to others or in violation of any local, state, federal, and other applicable laws, ordinances, regulations, or traffic sign;
		12. Operating the Vehicle with an excess of weight beyond the maximum allowable according to manufacturer’s specifications or beyond 300lbs/136kgs.;
		13. Tampering with the Vehicle or any other equipment;
		14. Operating or using any Equipment in a negligent or reckless manner;
		15. Permitting the Equipment to be used by any person who is not authorized to use such Equipment;
		16. Operating or using the Equipment or permit it to be operated or used in violation of the law; and,
		17. Operating or using the Equipment or permitting it to be operated or used in a manner likely to cause damage to the Equipment.
1. **Payment**. Renter shall pay the Company a total of $3.50 for the first five (5) minutes, 0.35 cents per minute thereafter (every time your start a new ride) (“Total Rental Fee”), as further described in the enclosed fee schedule. If applicable, Renter irrevocably authorizes the Company to charge its credit or debit card the total sums owed hereunder. By signing this Agreement, Renter agrees to not chargeback, dispute, or attempt to reverse any payment of monies, in whole or in part. You must provide a valid credit card, debit card, or other payment account or method, including all related billing information (collectively, “Payment”) in order to obtain access to, use, or continue to use the Company’s Services. All Payments must be authorized and by proffering the Payment to the Company, you represent and warrant that you are the cardholder, account holder, or authorized user of the Payment method or account

and can tender a valid, lawful, and complete Payment to the Company. You are responsible for maintaining true, accurate, current, and complete Payment information to the Company at all times. The currency of the prices advertised by the Company are in United States Dollars. Your financial institution or Payment may be converted into another currency when a Payment is processed, of which should be reflected in your personal account that is connected to your Payment method. You agree that the Company is absolved of any liability for improper or inaccurate currency conversions. Should you choose to save your Payment information to the Application or its payment processor, then you assume the risk of saving such information. Before disputing any Payment amount, in whole or in part, with your credit card, debit card, or other payment account or method provider, you agree to (i) notify the Company and provide all necessary information to identify the disputed amount, (ii) provide a sufficiently detailed statement explaining the basis of the dispute, and (iii) provide at minimum 10 days to allow the Company to investigate the same and provide a response to you, which may include a Payment adjustment.

* 1. **Deposit**. The deposit is a hold that may be placed on Renter’s debit/credit card for $25.00 after twenty-four

(24) hours and payment has been processed automatically through the APP. At the end of every ride the hold/deposit will be released. This release may take seven (7) to ten (10) days to show in your bank account depending on the financial institution.

* 1. **Non-Sufficient Funds Fees**. If a payment is denied for insufficient funds, then I agree to pay an additional

$10.00 as a non-sufficient funds fee.

* 1. **Damage Fees**. In the event the Equipment is damaged in whole or in part, the Renter shall be charged the value of the damage or the cost to repair to the Equipment, loss of use, diminution of the Equipment’s value caused by damage to it, replacement costs, and/or any other losses incurred by the Company for such damage.
	2. **Failure to Return Equipment**. In the event the Equipment, in whole or in part, is lost, missing, not parked in designated spot, or not timely returned to the Company, the Renter shall be charged the market value of the lost or non-returned Equipment, plus any damages or losses incurred by the Company for such failure to timely return the Equipment. In the event the Company is able to retrieve the Vehicle or Equipment, then the Company shall charge an administrative pick-up fee to compensate its staff for the time and cost to retrieve the Equipment, as determined by the Company in its sole discretion.
	3. **Fees**. Any and all traffic citations, toll fees, fines, impound or tow charges, or other sums assessed to the Company or levied against the Vehicle shall be charged to the Renter in addition to all other sums due under this Agreement.
	4. **Total Rental Fee**. The “Total Rental Fee” shall include all fees and costs due under this Agreement for the Equipment and Services described herein, plus all applicable taxes.
1. **Location of Equipment**. During the Term, all Services shall be rendered, and the Equipment shall only be operated in designated geofence area, designated on the Company’s APP. The Renter agrees to not relocate any of the Equipment and the Company shall deliver the Equipment and retrieve the Equipment at the agreed upon Delivery and Pickup Times described herein.

## Condition of Vehicle

* 1. In the event of any crash, accident, damage, personal injury, traffic violation, theft, loss, or other incident, you must report the same to the Company immediately through the Company’s APP. If applicable, you must file a police report and provide the same to the Company. **You agree that you are responsible and liable for any misuse, consequences, claims, demands, causes of action, losses, liabilities, damages, injuries, costs and expenses, penalties, attorneys’ fees, judgments, suits or disbursements of any kind or nature whatsoever related to a stolen or lost Vehicle or related equipment provided or made available by the Company.** In the event of any fine, citation, impound charges, or other assessment is levied against or charged to you, the Vehicle or the Company, you shall be responsible for all sums due and owing and such amounts shall be due and owing to the Company if the Company elects to tender such sums in order to repossess the Vehicle.

# YOUR AUTOMOTIVE INSURANCE POLICIES MAY NOT PROVIDE COVERAGE FOR ACCIDENTS INVOLVING OR DAMAGE TO THIS VEHICLE. TO DETERMINE IF COVERAGE IS PROVIDED, YOU SHOULD CONTACT YOUR AUTOMOTIVE INSURANCE COMPANY OR AGENT. TO THE EXTENT YOU HAVE AUTOMOTIVE OR ANY OTHER INSURANCE THAT WOULD COVER ANY CLAIMS, YOU AGREE THAT SUCH INSURANCE WOULD BE PRIMARY AND NON-CONTRIBUTORY.

* 1. Unless otherwise stated in writing and delivered to the Company at time of delivery, Renter acknowledges and agrees that s/he has inspected the Equipment and accepts it in AS-IS and WHERE-IS condition. COMPANY MAKES NO WARRANTIES WHATSOEVER, WHETHER EXPRESS OR IMPLIED INCLUDING ANY WARRANTY OF HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. RENTER ACKNOWLEDGES THAT S/HE/IT IS NOT RELYING ON THE COMPANY’S SKILL OR JUDGMENT TO SELECT OR FURNISH GOODS SUITABLE FOR ANY PARTICULAR PURPOSE. COMPANY DISCLAIMS, TO THE FULLEST EXTENT ALLOWED UNDER THE LAW, ANY AND ALL WARRANTIES FOR THE EQUIPMENT OR ANY COMPONENT THEREOF.
1. **Return of Equipment**. Renter shall return the Equipment on the date/time required by the Company in the same condition s/he/it received it. Renter shall return the Equipment to the agreed return location. If Equipment is not returned on said date/time, Company reserves the right to take any action necessary to regain possession of the Equipment or pursue all applicable remedies under the law or as stated herein. Hours of operation before Vehicles are automatically locked at 5:30AM to 10:00PM.

## Indemnification and Liability.

* 1. Renter shall indemnify, defend and hold Company harmless from and against any claim, demand, cause of action, loss or liability (including attorneys’ fees and costs) from any property or personal injury, whether physical, mental, or emotional, arising from this Agreement or the rental or use of Equipment by any cause. This section shall survive the termination of this Agreement.

# IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNATIVE, OR CONSEQUENTIAL LOSS OR DAMAGES ARISING FROM THIS AGREEMENT, THE RENTAL OR USE OF THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST REVENUE, LOST WAGES, OR ANY OTHER DAMAGE, LOSS, OR INJURY.

* 1. **TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE EQUIPMENT, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, BUSINESS INTERRUPTION, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.**

## IN THE EVENT OF ANY PROBLEM WITH THE EQUIPMENT, OR INFORMATION CONTAINED ON ANY OR ALL OF THE SERVICE, YOU AGREE THAT YOUR SOLE REMEDY IS TO CEASE USING THE EQUIPMENT. IN NO EVENT SHALL THE COMPANY’S TOTAL LIABILITY TO YOU FOR ANY AND ALL DAMAGES, LOSSES, AND CAUSES OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE EXCEED THE GREATER OF (A) TWENTY-FIVE DOLLARS (US $25.00); or (B) THE TOTAL FEES YOU HAVE PAID TO THE COMPANY IN THE PREVIOUS SIX (6) MONTH PERIOD PRIOR TO YOUR CLAIMED DATE OF LOSS.

* 1. This indemnification shall be construed broadly to the maximum extent permissible under applicable law.
1. **Release**. You agree to RELEASE, WAIVE, DISCHARGE, AND CONVENANT NOT TO SUE the Company whom shall not be liable for any injuries or any damage to the Renter, or its invitees, licensees, or guests, or their property, or be subject to any claim, demand, wrongful death, disability, criminal acts or losses related thereto, theft, property damage, or other injury or damages, whether physical or emotional or relating to property, and causes of action of every kind, whatsoever, whether or not asserted, known, unknown, now-existing, hereafter arising, or the future revelation of such claims, including without limitation, those damages from willful acts or omissions and acts of passive or active negligence, including gross negligence, on the part of the Company and expressly waive any such claims. Renter hereby expressly forever releases and discharges the Company and holds the Company harmless from all such claims, demands, injuries, damages, actions or causes of action of every kind, which expressly includes any such claims based on the Company’s own neglect or willful acts or omissions, including those such acts which may have occurred in the past, which may occur in the future, or which may be continuing as of the effective date herein associated with this Agreement or the subject matter herein. Renter expressly agrees to HOLD HARMLESS AND INDEMNIFY the Company against any claim, demand, injury or damages, whatsoever, based in whole or in part on the Renter’s or its invitees’, licensees’, or guests’ direct or indirect act or omission, whether willful or by Renter’s or its invitees’, licensees’, or guests’ own passive or active negligence, including any violation of any clause in this Agreement or misrepresentation made herein. **Renter agrees to hold harmless and release the Company from any liability whatsoever in connection with this Agreement or the subject matter herein.** This release shall be construed broadly to the maximum extent permissible under applicable law.
2. **Assumption of Risks**. Renter hereby expressly assumes the risks in connect with this Agreement or the use of the Equipment, including without limitation, physical or emotional injuries, falls, fractures, concussions, terrain difficulties, dangerous weather, overexertion, overheating, physical strains, hostile or aggressive wildlife, animal or bug bites/stings/injuries, collisions, fire, death, drowning, traffic, injuries resulting from Renter’s or its invitees’, licensees’, or guests’ negligence or inability to avoid or evade obstacles or other hazards, injuries resulting from Renter’s or its invitees’, licensees’, or guests’ lack of fitness or conditioning, dangerous or defective equipment, willful acts or negligence of others, loss of control, equipment failure, burns or cuts, allergic reactions, food-borne illnesses, and/or those caused by terrain, facilities, temperature, weather, physical/mental/emotional condition of participants, equipment, vehicular traffic, lack of hydration, premises design or lighting, obstacles or premises

defects regardless of whether concealed or obvious, and actions or omissions of other people including, but not limited to, the Company. Renter acknowledges that some of these risks are inherent to this Agreement or the use of the Equipment and some of these risks are ancillary to the foregoing, all of which are expressly assumed by the Renter. Further, the Company has fully disclosed any and all risks to the Renter in advance of or upon delivery of the Equipment.

1. **Termination**. The Company may suspend or terminate your right to use our Services, the Equipment, or the Application, for any reason or no reason, at any time without notice. We may also block your access to our Services, the Equipment, or the Application. Renter may terminate their use of the Services or Equipment at any time, however, (i) no refund, in whole or in part, will be provided by the Company, (ii) the term of this Agreement shall continue until the original expiration date, and (iii) the Renter will still be charged any and all amounts due and owing under this Agreement, despite the Renter’s early termination of the Company’s Services or Equipment.
2. **Class Action Waiver**. The Parties further agree that any dispute, matter, claim, complaint, litigation, arbitration, mediation, or any other legal proceeding, regardless of whether a lawsuit is filed or not, shall be conducted in their individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. **YOU AND THE COMPANY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.**

## Miscellaneous

* 1. Renter acknowledges that s/he/it has read this Agreement in its entirety and fully understands the release and waiver herein. Further, Renter attests that s/he/it has read the entirety of this Agreement and agrees to be voluntarily bound to its terms.
	2. The prevailing party in any enforcement or litigation arising out of or related to this Agreement shall be entitled to an award of its attorney’s fees and costs, regardless of whether the dispute is pre-suit or if a lawsuit, arbitration, mediation, alternate dispute resolution, appellate action, or other litigation action is formally filed.
	3. This Agreement shall be interpreted pursuant to the laws of Brevard County, Florida, United States of America, and any litigation shall be brought in that jurisdiction. Each party has had the opportunity to confer with counsel and participate in the drafting and negotiation of same and as such, expressly disclaim and waive any doctrine where interpretation is construed against any one party.
	4. Headings in this Agreement are not material terms and are used solely for the convenience of the Parties.
	5. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
	6. Facsimile or other electronic reproductions of this Agreement and the signatures hereon shall have the same force and effect as an original.
	7. Time is of the essence in the performance of each and every covenant and obligation set forth herein.
	8. This Agreement is personal in nature to the Renter and may not be assigned by Renter to any third parties without the prior written consent and approval of Company, which approval may be granted, withheld, or conditioned in the sole and absolute discretion of Company. Notwithstanding the foregoing, the Renter shall remain solely liable under this Agreement.
	9. This Agreement contains the complete and entire understanding and agreement of the Parties hereto and all prior inconsistent arrangements, agreements and/or understandings, whether oral or written are expressly superseded hereby. This Agreement may only be modified by a writing signed by the Parties hereto.
	10. All rights and remedies granted under or referred to in this Agreement are cumulative and nonexclusive.

TERMS AND CONDITIONS OF USE

Effective Date: 11/01/2022

# Terms of Use

These terms of use are entered into by and between you (“you” or “user”) and Orangekik, LLC, a Florida limited liability company, including its employees, directors, officers, shareholders, vendors, agents, or representatives (collectively, “Company”, “us”, “we”, or “our”), whose principal address is 205 N. Banana River Drive, Ste 101, Merritt Island, Florida 32952*.* Together, the Company and you represent the “Parties” to these Terms of Use. The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, “Terms of Use”), govern your access to and use of this Application, including any other medium, website, domains and subdomains, related web pages, content, functionality, products, and services offered on or through this application (collectively, the “Application”), whether as a guest or a registered user. Please read these Terms of Use carefully before using the Application. By using the Application, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, incorporated herein by reference. This means that all of the content in the Privacy Policy is given the same legal effect as if it were listed here in its entirety. If you disagree with these Terms of Use or the Privacy Policy, please cease your access to and use of this Application. Your access to and use of this Application is conditioned on your acceptance of and compliance with these Terms of Use. These Terms of Use apply to you and all users who access this Application, either directly or indirectly. If you do not meet all of the requirements described herein, please cease your access to and use of this Application. By accessing or using this Application or using the Company’s Services, you agree to be legally bound by these Terms of Use.

# Representations and Warranties

By using this Application or the Company’s Services, you represent and warrant that you are 18 years of age or older, of sound mind, fully competent, and have the right and authority to enter into this Terms of Use agreement. You further represent that you are capable of and agree to satisfy all terms, conditions, and obligations herein, and your use of the Services and Application is and will be in compliance with all applicable laws. You represent that you have read, understood, agree with, and will abide by the terms of these Terms of Use. In addition, you represent and warrant that your User Contributions and all elements thereof are (a) owned or controlled solely and exclusively by you, you have prior written permission from the rightful owner of the content included in your User Contributions, or you are otherwise legally entitled to grant the Company all of the rights granted herein; and (b) the Company’s use of your User Contributions as described or contemplated herein do not and will not infringe on the copyrights, trademark rights, publicity rights or other rights of any person or entity, violate any law, regulation or right of any kind whatsoever, or otherwise give rise to any actionable claim or liability, including without limitation rights of publicity and privacy, and defamation. Furthermore, you shall be solely responsible for your own User Contributions and the consequences of posting or publishing them.

# Changes

We reserve the right, at our sole discretion, to modify or replace these Terms of Use at any time, without notice to you or any user. All changes are effective immediately upon such change and publication thereof on this Application. Please regularly review these Terms of Use whenever you access or use this Application. We also reserve the right, at our sole discretion, to modify, remove, or replace any service, product, or content on this Application, without notice to you or any user.

# General Information

These Terms and Conditions are intended to be binding upon you and all users. Your continued use of this Application shall be construed as your acceptance and agreement to these Terms of Use, as amended. From time to time, we may restrict access to some parts of the Application, or the entire Application, to users, without notice. These Terms of Use permit you to use the Application for your personal, non-commercial use only. No right, title, or interest in or to the Application or any content on the Application is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Application not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws. We have the right, in our sole discretion, to terminate or suspend your access to this Application, in whole or in part. You agree to cooperate with and abide by any of our requests, whether it be in regards to these Terms of Use, preserving the Company’s reputation, or any other reasonable and lawful request. Wherever you are located or wherever your points of access are located (including servers, VPNs, etc.), you agree to comply with the local laws related to those geographical locations.

# Contact Us

We invite you to contact us and welcome your inquiries via email at Info@orangekik.com or through the provided sections in the APP to file a Fault Report, Contact Us, or Help.

# Products and Services

You may be required to execute a Rental Agreement or other applicable agreements required by the Company, as determined in the Company’s sole discretion, to use or receive our products and services, use or have access to the Application, or otherwise engage in a business relationship with the Company (collectively, the “Services”).

# Access License

We grant you a limited, revocable, non-exclusive, and non-transferable license to access and make use of the Services. This license specifically disallows and excludes the following: (i) any resale or commercial use of the Services, in whole or in part; (ii) any collection or use of any content on the Application, the Company’s Services, pricing, descriptions, listing, advertisements, photographs, videos, marketing materials, or any other derivative use of the Services or their contents, in whole or in part, regardless of whether such use is for personal use or commercial use; (iii) any downloading or copying of account information for the benefit of another merchant; or, (iv) any use of data mining, robots, cookies, or similar data gathering or extraction tools. Except as expressly permitted herein, the Services, or any portion thereof, may not be reproduced, sold, resold, visiting, or otherwise exploited, in whole or in part, for any purpose without the Company’s express written consent. Any unauthorized use automatically terminates the permissions and/or licenses granted by us to you and constitutes a default of any and all other agreements by and between you and us.

# Intellectual Property

All intellectual property (including copyrights, trademarks, the domain name, logos, slogans, marks, Company name and its Services, information, software, text, displays, images, video, audio, graphics, moving images, sound, illustrations, design, selection and arrangement thereof, and any and all other types of intellectual property (collectively, the “Content”)) on the Application is solely owned by the Company, its licensors, vendors, business partners, agents, and/or content providers. Your access or use of this Application does not grant you any license, whatsoever, to use the Company’s intellectual property without our explicit written consent. You are not allowed to print, copy, reproduce, create derivative works of, distribute, transmit, upload, download, store, display in public, alter, or modify any content which appears on this Application. Except as permitted by copyright law, you may not modify any of the materials and you may not copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer or sell any information or work contained on the Services. You shall comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of the Services or Application. You may not use, copy, reproduce, republish, upload, post, transmit, distribute, or modify any Content, copyright, trademark, or other proprietary notices from material found on the Services or Application. You may not use the Company’s name or its Content in a manner that would imply the Company’s endorsement in any written or oral advertisement, social media post, publication, presentation, internet posting, or any other medium without the express prior written permission of the Company. The foregoing is protected by the laws of local or municipal laws or ordinances, the State of Florida, the United States of America, and international laws, common law, trade dress, copyright, moral rights, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

# Prohibited Uses

Regarding your use of the Application and Services, you are prohibited from (i) using it for any unlawful purposes; (ii) introducing any malicious content, including trojan horses, worms, viruses, or any other harmful material; (iii) transmitting, procuring, or sending any advertising or promotional material without our prior written consent, including any junk mail, chain letters, or spam; (iv) impersonating or attempting to impersonate the Company, another user, or a third-party; (v) engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of this Application or the Company’s Services, as determined in our sole discretion, which may harm the Company, or its customers or other users of this Application, or expose them to liability; (vi) using any spider, robot, or other process, device, or means, whether automatic or manual, to access this Application or the Company’s Services, including data mining, copying, or monitoring this Application; (vii) using any software or device that interferes with the proper working of this Application or the Company’s Services; (viii) obtaining or attempting to obtain any unauthorized access to this Application, its server(s), database(s), computer(s), or any information thereon; (ix) attacking this Application or the Company’s Services with any denial-of-service (DoS) attack or commit any other cybercrime by, through, with, or to this Application or the Company’s Services; or, (x) otherwise attempting to disrupt or interfere with the proper working of the Company’s Services, this Application, or any related server(s), database(s), or computer(s). If you do any of the foregoing, whether willfully or negligently, you will be liable for any and all damages incurred by the Company, including attorneys’ fees and costs in any enforcement action, regardless of whether a lawsuit is filed or not,

You are prohibited from using the Services or Application to post or send any unlawful, infringing, threatening, defamatory, libelous, obscene, pornographic or profane material, or any material that infringes or misappropriates third party intellectual

property or could constitute or encourage conduct that would be considered a criminal offense or otherwise violate any law. You further agree that sending or posting unsolicited advertisements or “spam” on or through the Services is expressly prohibited by this Agreement. In addition to any remedies that we may have at law or in equity, if we determine, in our sole discretion, that you have violated or are likely to violate the foregoing prohibitions or any applicable rules or policies linked to in these Terms of Use, we may take any action we deem necessary to cure or prevent the violation, including without limitation, banning you from using the Services and/or the immediate removal of the related materials from the Services or Application at any time without notice. We will fully cooperate with any law enforcement authorities or court order or subpoena requesting or directing us to disclose the identity of anyone posting such materials.

The Company will not monitor, edit, or disclose any User Contributions or other user information or content unless required by law or upon the good-faith belief that such action is necessary to: (i) comply with applicable law, (ii) comply with a legal request to do so from law enforcement, (iii) comply with legal process served on the Company, (iv) protect the Company and its rights or property, the Services, or the Application, or (v) in an emergency to protect the life, safety, health, and well-being (whether mental, physical, or emotional) of any person, the Company, the Application, the Services, or the public. Users shall remain solely responsible for the content of their messages and the Company shall have no obligation to prescreen any such content. However, we shall have the right in our sole discretion to edit, refuse to post or remove any material submitted to or posted on the Services at any time without notice. Without limiting the foregoing, we shall have the right to remove any material that we find to be in violation of the provisions hereof or otherwise objectionable, and the additional right to deny any user who fails to conform to any provision of these Terms of Use access to the Services or any part thereof.

# Account Access and Security

When communicating or otherwise engaging with the Company, you agree to (i) provide true, accurate, current, and complete information about yourself or otherwise; (ii) provide all necessary registration information to accurately identify you and all other users accessing the Application or Services by and through you either directly or indirectly; and (iii) maintain and promptly update any of the foregoing information to keep it true, accurate, complete, and current. In the event you fail to provide true, accurate, complete, and current information to the Company or the Company reasonably suspects the same, the Company may suspend or terminate your access to its Services and Application and may deem the same a default of any and all other agreements by and between you and us. You are solely responsible for the security and confidentiality of your account information, including your username, login, affiliated email, and password, and agree to not share or publicize such information with any third-party or allow, either willfully or negligently, a third-person access to your account with us (either related to the Application or the Services) or your account information.

You are responsible for any and all information submitted to this Application. Please do not submit confidential or sensitive information. Any and all information submitted through any interactive feature on the Application is governed by our Privacy Policy. Upon submission of such information, you are consenting to all actions we take with respect to your information consistent with our Privacy Policy. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer or internet browser so that others are not able to view or record your password or other personal information.

# Payments

You must provide a valid credit card, debit card, or other payment account or method, including all related billing information (collectively, “Payment”) in order to obtain access to, use, or continue to use the Company’s Services and Application. All Payments must be authorized and by proffering the Payment to the Company, you represent and warrant that you are the cardholder, account holder, or authorized user of the Payment method or account and can tender a valid, lawful, and complete Payment to the Company. You are responsible for maintaining true, accurate, current, and complete Payment information to the Company at all times. The currency of the prices advertised by the Company are in United States Dollars. Your financial institution or Payment may be converted into another currency when a Payment is processed, of which should be reflected in your personal account that is connected to your Payment method. You agree that the Company is absolved of any liability for improper or inaccurate currency conversions. Should you choose to save your Payment information to the Application or its payment processor, then you assume the risk of saving such information. Before disputing any Payment amount, in whole or in part, with your credit card, debit card, or other payment account or method provider, you agree to (i) notify the Company and provide all necessary information to identify the disputed amount, (ii) provide a sufficiently detailed statement explaining the basis of the dispute, and (iii) provide at minimum 10 days to allow the Company to investigate the same and provide a response to you, which may include a Payment adjustment.

Please refer to the applicable payment processor’s terms of service for more information.

# User Contributions and Submissions

The Application may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards, and other interactive features (collectively, “Interactive Services”) that allow users to post, submit, publish, display or transmit to other users or other persons (hereinafter, “post”) content or materials (collectively, “User Contributions”) on or through the Application or via any other medium to the Company directly or about the Company indirectly. All User Contributions must comply with these Terms of Use. Any such posts submitted by you will be considered non-confidential and non-proprietary. By submitting any User Contributions on this Application, you grant us a right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material for any purpose. For each User Contribution, you represent and warrant that you own or control all rights of such contribution, have the right to grant the aforementioned license, and all User Contributions comply with these Terms of Use. You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Company, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness. We are not responsible, or liable to any third party, for the content or accuracy of any User Contributions posted by you or any other user of the Application. In our sole discretion, we have the right to: (i) remove or refuse to post any User Contribution; (ii) take any action with respect to any User Contribution that we deem necessary or appropriate; (iii) disclose your identity or other information about you to law enforcement or any third-party who claims you violated their rights (intellectual property, privacy, or any other claim); and (iv) take any legal action we deem necessary or appropriate. We do not monitor this Application at all times and do not assume any liability for any action or inaction regarding any User Contributions. By using this Application, you agree that you have the duty to report to us any content that is inappropriate or otherwise violates these Terms of Use and that we rely on such reports to properly maintain and operate this Application.

In the event you elect to provide a User Contribution to the Company, on the Application, or in response to any Services provided to you, you expressly grant the Company a non-exclusive, perpetual, irrevocable, royalty-free, fully paid-up worldwide, fully sub- licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, transmit, perform and display such content and your name, voice, and/or likeness as contained in your User Contribution, in whole or in part, and in any form throughout the world in any media or technology, whether now known or hereafter discovered, including all promotion, advertising, marketing, merchandising, publicity and any other ancillary uses thereof, and including the unfettered right to sublicense such rights, in perpetuity throughout the universe. Any such User Contributions are deemed non-confidential and the Company shall be under no obligation to maintain the confidentiality of any information, in whatever form, contained in any User Contributions.

At all times, any User Contribution does not represent the views of the Company or any individual associated with the Company. We do not control the content or any User Contribution. In no event shall you represent or suggest, directly or indirectly, the Company’s endorsement of User Contribution or content published by any user or third-party. The Company does not vouch for the accuracy or credibility of such publications on our Services or User Contributions published through our Services or Application, and does not take any responsibility or assume any liability for any actions you may take as a result of reviewing any such user publication or User Contribution. Through your use of the Services and Application, you may be exposed to content that you may find offensive, objectionable, harmful, inaccurate or deceptive. There may also be risks of dealing with underage persons, people acting under false pretense, international trade issues, and foreign nationals. By using our Services and Application, you agree to assume all associated risks, regardless of whether now known or unknown, foreseeable or unforeseeable, or likely or unlikely to occur.

# Hold Harmless, Indemnification, and Release

You agree to defend, indemnify and hold harmless the Company, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys’ fees) arising out of or relating to your violation of these Terms of Use or your use of the Application, including, but not limited to, your User Contributions, any use of the Application’s content, services and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Application.

# YOU WAIVE, HOLD HARMLESS, AND RELEASE THE COMPANY AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION WE TAKE AS A RESULT OF THESE TERMS OF USE OR PURSUANT TO ANY REQUEST BY LAW ENFORCEMENT, LEGAL AUTHORITY, COURT ORDERS, OR SUBPOENAS. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY ANY TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR HARDWARE OR SOFTWARE, CORRUPT DATA, OR AFFECT OTHER PROPRIETARY MATERIAL DUE TO (i) YOUR USE OF THE APPLICATION, (ii) YOUR OBTAINING OF ANY SERVICES OR PRODUCTS, OR (iii) ANY DOWNLOADED MATERIALS OR LINKS ACCESSED THROUGH THE APPLICATION. YOUR USE OF THE APPLICATION, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE APPLICATION IS AT YOUR OWN RISK.

**Content Standards**

You agree to abide by the following standards regarding any information, content, or User Contribution: (i) comply with all applicable local, state, federal, and international laws, rules, and regulations; (ii) not include any material that is defamatory, obscene, violent, hateful, indecent, abusive, offensive, or otherwise objectionable; (iii) not include, support, or promote sexually explicit or pornographic material; (iv) not include, support, or promote human or sex trafficking; (v) not discriminate against anyone or entity on the basis of sex, race, religion, disability, nationality, sexual orientation, gender identity, or age; (vi) not infringe upon or misuse any patent, copyright, trademark, trade secret, or other intellectual property or other rights of any other person; (vii) not be deceitful, misleading, misrepresent, or false in any way; (viii) not impersonate or misrepresent your true identity or authority to anyone; (ix) not annoy, bully or cyberbully, stalk or cyberstalk, embarrass, harm (physically, mentally, economically, or emotionally), or be disrespectful to anyone; (x) not include, support, or promote unlawful activity; (xi) not advertise, solicit, or include commercial activity on this Application (except to the extent of such commercial activity only between you and the Application), including without limitation any sales promotions, bartering, contests, or sweepstakes; and (xii) not cause us, any other user, or any third-party to violate any of the foregoing.

# Posted Information

The information presented on or through the Application is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Application, or by anyone who may be informed of any of its contents.

This Application may include content provided by third parties, including materials provided by other users, bloggers and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

# Links and Social Media

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or commercially take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent.

Any and all links provided on this Application are provided for your convenience and for general informational purposes. We do not adopt, make any representations on behalf of any third parties, promote, or support any linked or related content. This includes advertisements and sponsored links or content. Since we have no control over these items, we are not liable nor responsible for the same. If you choose to access these links, advertisements, or social media content, you do so at your own risk.

# Disclaimer of Warranties

We make no warranty, express or implied, or otherwise, in any way whatsoever, regarding anything on this Application, including the content, links, advertisements, or related webpages contained therein. In addition, we cannot guarantee any content, files, images, or anything else is free of viruses or damaging malware, as is true regarding anything on the internet. You are responsible for any and all firewalls, anti-virus or protection software, hardware or software protectionist technology, accuracy of all information, or any lost data. WE HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR PARTICULAR PURPOSE. FURTHER, WE DO NOT MAKE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND RELATED TO THIS APPLICATION’S COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY, ERROR- FREE CONTENT, THE CURING OF ANY DEFECTS, OR WHETHER THIS APPLICATION WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

YOUR USE OF THE SERVICES AND APPLICATION IS AT YOUR RISK. THE INFORMATION, MATERIALS AND SERVICES PROVIDED ON OR THROUGH THE SERVICES OR APPLICATION ARE PROVIDED “AS IS” WITHOUT ANY WARRANTIES OF ANY KIND INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SECURITY OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY. NEITHER THE COMPANY, NOR ANY OF ITS AFFILIATES WARRANT THE ACCURACY OR COMPLETENESS OF THE INFORMATION, MATERIALS OR SERVICES PROVIDED ON OR THROUGH THE SERVICES. THE INFORMATION, MATERIALS AND SERVICES PROVIDED ON OR THROUGH THE SERVICES MAY BE OUT OF DATE, AND NEITHER THE COMPANY, NOR ANY OF ITS AFFILIATES MAKES ANY COMMITMENT OR ASSUMES ANY DUTY TO UPDATE SUCH INFORMATION, MATERIALS OR SERVICES. THE FOREGOING EXCLUSIONS OF IMPLIED WARRANTIES DO NOT APPLY TO THE EXTENT PROHIBITED BY LAW. PLEASE

REFER TO YOUR LOCAL LAWS FOR ANY SUCH PROHIBITIONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM THE COMPANY OR THROUGH THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

**Limitation on Liability**

**TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE APPLICATION OR SERVICES, ANY APPLICATIONS LINKED TO IT, ANY CONTENT ON THE APPLICATION OR SUCH OTHER APPLICATIONS OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE APPLICATION OR SUCH OTHER APPLICATIONS, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, BUSINESS INTERRUPTION, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.**

**IN THE EVENT OF ANY PROBLEM WITH THE SERVICES OR ANY MATERIALS, OR INFORMATION CONTAINED ON ANY OR ALL OF THE SERVICE, YOU AGREE THAT YOUR SOLE REMEDY IS TO CEASE USING THE SERVICE. IN NO EVENT SHALL THE COMPANY’S TOTAL LIABILITY TO YOU FOR ANY AND ALL DAMAGES, LOSSES, AND CAUSES OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE EXCEED THE GREATER OF (A) TWENTY-FIVE DOLLARS (US $25.00); or (B) THE TOTAL FEES YOU HAVE PAID TO THE COMPANY IN THE PREVIOUS SIX (6) MONTH PERIOD PRIOR TO YOUR CLAIMED DATE OF LOSS.**

**Governing Law and Jurisdiction**

All matters relating to the Application and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by, construed in accordance with the applicable laws of, subject to the exclusive jurisdiction of, and exclusively instituted in the applicable courts of: Brevard County, Florida, United States of America*.* You agree to the personal and subject matter jurisdiction being exclusive to the foregoing jurisdiction and venue. **ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE APPLICATION MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED AND YOU AGREE YOU HAVE WAIVED SUCH AN ACTION.**

# Class Action Waiver

The Parties further agree that any dispute, matter, claim, complaint, litigation, arbitration, mediation, or any other legal proceeding, regardless of whether a lawsuit is filed or not, shall be conducted in their individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. **YOU AND THE COMPANY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING**.

# Termination

We may suspend or terminate your right to use our Services or the Application, for any reason or no reason, at any time without notice. We may also block your access to our Services or the Application.

# Digital Millennium Copyright Act (“DMCA”) Notice

In operating the Services and Application, we may act as a “services provider” (as defined by DMCA) and offer services as an online provider of materials and links to third party websites. As a result, third party materials that we do not own or control may be transmitted, stored, accessed, or otherwise made available using the Services or Application. The Company has in place certain legally mandated procedures regarding allegations of copyright infringement occurring on the Services or Application. The Company has adopted a policy that provides for the removal of any content or the potential suspension of any user that is found to have repeatedly infringed on the rights of the Company or of a third party, or that has otherwise violated any intellectual property laws or regulations, or any of the terms and conditions of this Agreement. If you believe any material available via the Services or Application infringes a copyright, you should notify us using the notice procedure for claimed infringement under the DMCA (17 U.S.C. Sect. 512(c)(2)), as amended. We will respond expeditiously to remove or disable access to the material claimed to be infringing and will follow the procedures specified in the DMCA to resolve the claim between the notifying party

and the alleged infringer who provided the content. Our designated agent (i.e., proper party for notice) to whom you should address infringement notices under the DMCA is Help@orangekik.com.

In such notice, please provide the following: (i) identify the copyrighted work or other intellectual property that you claim has been infringed; (ii) Identify the material on the Services or Application that you claim is infringing, with enough detail so that we may locate it on the Services or Application; (iii) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; (iv) a statement by you declaring under penalty of perjury that (a) the above information in your notice is accurate, and (b) that you are the owner of the copyright interest involved or that you are authorized to act on behalf of that owner; (v) your address, telephone number, and email address; and (vi) your physical or electronic signature.

We may provide notice to our users of any alleged infringement notice via electronic mail or written communication sent first class mail to the email address and physical address in our records. If you elect to provide a counter-notification, you must include the following information: (i) your physical or electronic signature; (ii) identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled; (iii) a statement from you under the penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and (iv) your name, physical address and telephone number, and a statement that you consent to the jurisdiction of a Federal District Court for the judicial district in which your physical address is located, or if your physical address is outside of the United States, for any judicial district in which we may be found, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

# Miscellaneous

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect. The Company reserves any and all rights and remedies at law. Any delay or failure to assert any right or remedy shall not be deemed a waiver. Only express waivers in writing signed by the Company shall be enforceable and valid. These Terms of Use constitute the sole and entire agreement between you and the Company with respect to the Application and shall supersede any prior understandings or agreements, whether oral or written. The Company shall not be responsible for damages or for delays or failures in performance resulting from acts or occurrences beyond their reasonable control, including, without limitation: fire, lightning, explosion, power surge or failure, water, pandemic, epidemic, plague, acts of God, war, revolution, civil commotion or acts of civil or military authorities or public enemies: any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; or labor unrest, including without limitation, strikes, slowdowns, picketing, or boycotts; inability to secure raw materials, transportation facilities, fuel or energy shortages, or acts or omissions of other common carriers. A printed version of these Terms of Use will be admissible in any judicial or administrative proceeding based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. We do not guarantee continuous, uninterrupted or secure access to our Services, and operation of the Services or Application may be interfered with by numerous factors outside of our control. You agree that this Terms of Use and all incorporated agreements herein may be assigned to a third party by the Company without your consent or prior notice to you.