

RUHE Group, LLC
Website Terms and Conditions of Use and Privacy Policy
Terms and Conditions of Use

Welcome to RUHE Group, LLC (“RUHE Group,” “we” or “our”) and our family of websites, including www.ruhegroup.com and the other websites and mobile applications that display these terms and conditions of use (collectively, the “Website”).

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY. BY ACCESSING OR USING THIS WEBSITE, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD AND AGREED TO BE BOUND BY THESE TERMS AND CONDITIONS OF USE AND OUR PRIVACY POLICY, WHICH IS INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS OF USE AND THE PRIVACY POLICY, YOU MAY NOT USE THIS WEBSITE.

THIS TERMS AND CONDITIONS OF USE IS A TRANSLATION OF AN ENGLISH LANGUAGE DOCUMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TWO LANGUAGES ON THE MEANING OR INTERPRETATION OF A WORD, PHRASE OR CLAUSE, THE ENGLISH LANGUAGE VERSION SHALL PREVAIL.

- **General.** We have the right at any time to change or discontinue any aspect or feature of the Website. The RUHE Group Privacy Policy, as revised from time to time by RUHE Group, is a part of these Terms and Conditions of Use.
- **Restrictions on Use.** You agree to use the Website for lawful purposes only. The Website may not be used in connection with any commercial purposes, except as specifically approved by us. You shall not transmit through the Website any material which violates or infringes in any way upon the rights of others, which is unlawful, threatening, defamatory, invasive of privacy or publicity rights, obscene or otherwise objectionable, or which encourages conduct that would give rise to civil or criminal liability or otherwise violate any law.
- **Children’s Online Privacy Act Notification.** You may only use the Website if you are 13 years of age or older. To register for an account or engage in the services provided by the Website, you must be 18 years of age or over. If you are under 18 years of age or not of legal age to form a binding contract in your place of residence, you must have your parent or legal guardian’s permission to use the Website. To view information on our policy regarding the privacy of children under the age of 13, please see our Privacy Policy. Pursuant to 47 U.S.C. Section 230(d) as amended, RUHE Group hereby notifies you that parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors.
- **Intellectual Property.** The Website contains copyrighted material, service marks and other proprietary information, which may include, without limitation, text, software, photos, video, graphics, music and sound. All RUHE Group logos and other service marks used on the Website are trademarks or service marks of RUHE Group and all rights are reserved. You agree not to use any trademarks, service marks, names, logos, or other identifiers of RUHE Group without our prior written permission.
- **Website Content.** You may not modify, publish, transmit, display, participate in the transfer or sale, create derivative works, or in any way exploit, any of the Website content, in whole or in part. Except as otherwise expressly permitted under copyright law, no copying, redistribution, retransmission, publication or commercial exploitation of downloaded material will be permitted without our express written permission. In the event of any permitted copying, redistribution or publication of copyrighted material, no changes in or deletion of author attribution, trademark legend, copyright notice or other proprietary notice shall be made, and all such attributions, legends and notices shall be included. The foregoing provisions of this section are for the benefit of RUHE Group, its subsidiaries, affiliates and its third party content providers and licensors and

each shall have the right to assert and enforce such provisions directly or on its own behalf.

- Collection of Personal Financial Information by a Payment Service. We may use an unaffiliated payment service to allow you to purchase a product or service or to make payments (a "Payment Service"). Any information that you provide to a Payment Service will be subject to the applicable Payment Service's privacy policy, rather than this Privacy Policy. We have no control over, and are not responsible for, any Payment Service's use of information collected through any Payment Service. We do not receive (or collect, process, or store) any payment card industry data.
- Disclaimer of Warranties; Limitation of Liability.

YOU EXPRESSLY AGREE THAT USE OF THE WEBSITE IS AT YOUR SOLE RISK. THE WEBSITE IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, THERE ARE NO WARRANTIES AS TO THE RESULTS OBTAINED FROM THE USE OF THE WEBSITE. NEITHER RUHE GROUP, ITS SUBSIDIARIES, AFFILIATES NOR ANY OF THEIR RESPECTIVE MEMBERS, MANAGERS, DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, AGENTS, THIRD PARTY CONTENT PROVIDERS OR LICENSORS (COLLECTIVELY, THE "RUHE GROUP PARTIES") WARRANT THAT THE WEBSITE WILL BE UNINTERRUPTED OR ERROR FREE, NOR DO THEY MAKE ANY WARRANTY AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION, CONTENT, SERVICE OR MERCHANDISE PROVIDED THROUGH THE WEBSITE.

YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT THE RUHE GROUP PARTIES ARE NOT LIABLE FOR ANY INJURY, LIABILITY, LOSS, DAMAGES OR COSTS CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, MISTAKE, OMISSION, INACCURACY, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, NONDELIVERY OF CONTENT, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, DISCLOSURE OF COMMUNICATIONS, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF THIS WEBSITE, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR (INCLUDING STRICT LIABILITY), NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION. YOU SPECIFICALLY ACKNOWLEDGE THAT RUHE GROUP IS NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD-PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU. IN NO EVENT WILL RUHE GROUP, OR ANY PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DISTRIBUTING THE WEBSITE OR THE CONTENT INCLUDED THEREIN, BE LIABLE IN CONTRACT, IN TORT (INCLUDING FOR ITS OWN NEGLIGENCE) OR UNDER ANY OTHER LEGAL THEORY (INCLUDING STRICT LIABILITY) FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR SIMILAR DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUES, LOSS OF DATA, LOSS OF USE OR SIMILAR ECONOMIC LOSS, RELATING TO OR ARISING OUT OF (A) THESE TERMS AND CONDITIONS OF USE, (B) YOUR USE OF OR INABILITY TO USE THE WEBSITE, (C) ANY UNAUTHORIZED ACCESS OR ALTERATION OF YOUR DATA, IN EACH CASE EVEN IF RUHE GROUP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU HEREBY ACKNOWLEDGE THAT THE PROVISIONS OF THIS SECTION SHALL APPLY TO ALL USE OF AND CONTENT ON THE WEBSITE AND HEREBY WAIVE ANY AND ALL CLAIMS WITH RESPECT TO THE FOREGOING. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL

DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT SHALL RUHE GROUP'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING ITS OWN NEGLIGENCE) OR UNDER ANY OTHER LEGAL THEORY (INCLUDING STRICT LIABILITY) EXCEED \$100.00.

- **Third-Party Content.** Our Website contains content of RUHE Group and content supplied by third parties and users of the Website. Any opinions, advice, statements, or other information or content expressed or made available by third parties are those of the respective author(s) or publisher(s) and not of RUHE Group. You may not copy, modify, translate, publish, broadcast, transmit, distribute, perform, display, make available or sell any of the content appearing on the Website.
- **Linking to this Website.** You may only link to this Website by linking to RUHE Group's homepage, www.ruhegroup.com. Linking to any other web page or content within this Website is prohibited without the prior written permission of RUHE Group. In addition, a website that links to this Website: (a) may link to, but not duplicate the content of this Website; (b) may not create a frame or other border around the Website content; (c) may not imply that RUHE Group is endorsing it or its services or products; and (d) may not misrepresent its relationship with or otherwise create a false affiliation, connection or association with RUHE Group.
- **Other Sites.** This Website may provide links to other websites. Such links are provided as a service to users and are not sponsored by, endorsed or otherwise affiliated with this Website or with ruhegroup. We are not responsible for the availability of such other sites and is not responsible or liable for any content, products, services, or other materials available on such other sites. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by, or in connection with the use of or reliance on, any information, goods or services available on or through any such site. If you decide to access any such linked third party sites, you do so at your own risk.
- **Modifications.** We have the right at any time to change or modify these Terms and Conditions of Use. Such changes and modifications will be effective immediately upon notice thereof, which may be given by any means including, without limitation, posting on the Website. You agree to be bound by any such revisions; therefore it is important to review these Terms and Conditions of Use regularly.
- **Additional Terms.** We may also require you to follow additional rules, guidelines or other conditions in order to participate in certain activities available through the Website or for other reasons. These additional terms will be posted on the relevant portions of our Website. These additional terms are part of these Terms and Conditions of Use, and you agree to comply with them when you participate in activities governed by such additional terms.
- **Privacy.** By using this Website, you acknowledge that you have read and accept the RUHE Group Privacy Policy which is posted on the Website, as amended from time to time, and is incorporated herein by reference.
- **Questions.** If you have any questions regarding these Terms and Conditions of Use, please contact us by email at info@ruhegroup.com.
- **Miscellaneous.** These Terms and Conditions of Use shall be construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws rules. You hereby consent to the personal jurisdiction of the State of Delaware, acknowledge that venue is proper in any state or Federal court located within Philadelphia, Pennsylvania, agree that any action related to these terms and conditions of use must be brought in a state or Federal court in Delaware, and waive any objection that may exist, now or in the future, with respect to any of the foregoing. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. If any provision of these Terms and Conditions of Use is held to be invalid, void or for any reason unenforceable, such provision will be deemed replaced with a valid and enforceable provision most closely reflecting the intent and purpose of

the original provision. The section headings used herein are for convenience only. These Terms and Conditions of Use, our Privacy Policy, and any other agreements referred to herein constitute the entire agreement between you and RUHE Group with respect to the subject matter hereof and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, between us with respect to such subject matter.

Late Updated: February 8, 2019

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Privacy Policy

This Privacy Policy discloses RUHE Group, LLC's ("RUHE Group," "we" or "our") practices with respect to the gathering, use, and dissemination of information we obtain from you through our website at www.ruhegroup.com and the other websites and mobile applications that display this Privacy Policy (collectively, the "Website"). We respect your privacy rights and are committed to protecting the information we collect from you online.

THIS PRIVACY POLICY IS A TRANSLATION OF AN ENGLISH LANGUAGE DOCUMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TWO LANGUAGES ON THE MEANING OR INTERPRETATION OF A WORD, PHRASE OR CLAUSE, THE ENGLISH LANGUAGE VERSION SHALL PREVAIL.

You acknowledge that this Privacy Policy is part of our Terms and Conditions of Use, and by accessing or using the Website, you agree to be bound by all of its terms and conditions, including this Privacy Policy. If you do not agree to these terms, please do not use the Website.

- Types of information we collect.
 - Personally Identifiable Registration Information. A "Registered User" is a person who has registered on behalf of himself, herself, or an entity he or she represents in order to pay for the Services provided by RUHE Group or access content provided to Registered Users of the Website. In order to request information via the Website or to become a Registered User on the Website, you may be required to submit certain information to us, including a login name and password (collectively, "Registration Information"). We may use the Registration Information for our internal marketing and operational purposes. We will not provide Registration Information to third parties except as set forth in this Privacy Policy.
 - Non-Personally Identifiable Tracking Information. We may gather general, non-personally identifiable data about your use of the Website including, without limitation, your domain name, your Internet Protocol (IP) address, the Uniform Resource Locator (URL) of the web page from which you entered or exit the Website, the locations you visit within the Website and the amount of time you spend on each page of the Website (collectively, "Tracking Information"). We use Tracking Information to help administer, update, and enhance the Website.
 - Cookies. A "cookie" is a small data file that certain websites write to your hard drive when you visit them. It can enable a web server to identify users that visit a website hosted by the server. We may use cookies to enhance your experience on our Website, to assess user traffic patterns, and for other purposes. You may configure your web browser to refuse cookies from our Website. However, if you do not accept cookies from our Website, you may not be able to access all areas or features of the Website.
 - Data Analysis. We may extract, aggregate, analyze, and use Registration Information and Tracking Information in a way that is not intended to be personally identifiable to any individual or organization. We may use any such data for internal or commercial purposes.
- Information Sharing. We are not in the business of selling your information to others. However,

except as prohibited by law, we may share Registration Information with third parties (a) for back-end support (such as credit card processing, Website management, and technical support); (b) if we transfer some or all of our assets or ownership, including by merger, reorganization, or sale of our business; (c) if we are required by law or a request from law enforcement or government officials to do so; (d) for the enforcement of any agreement we may have with you; or (e) for the protection of rights, property, or safety of RUHE Group or others. We are not responsible or liable for how any of those parties use information.

- Third Party Sites. The Website may contain links to other websites not owned or controlled by us. We are not responsible for the privacy practices, content, products or services offered through the other websites. Please consult each such site's privacy policy.
 - Collection of Personal Financial Information by a Payment Service. We may use an unaffiliated payment service to allow you to purchase a product or service or to make payments (a "Payment Service"). Any information that you provide to a Payment Service will be subject to the applicable Payment Service's privacy policy, rather than this Privacy Policy. We have no control over, and are not responsible for, any Payment Service's use of information collected through any Payment Service. We do not receive (or collect, process, or store) any payment card industry data.
- Security. We take the security of the Website and information under our control seriously. Our security measures include current industry standard technology and practices to help protect your Registration Information. Unfortunately, no system can ensure complete security. While we strive to protect your Registration Information, you acknowledge that there are security and privacy limitations of the Internet that are beyond our control. We encourage you to protect your information and transmissions, including keeping your login identification and password secure, transmitting your information through secure connections, and ensuring you log out of the Website.
- Modifications. We have the right at any time to change or modify this Privacy Policy. Such changes and modifications will be effective immediately upon notice thereof, which may be given by any means including, without limitation, posting on the Website. You agree to be bound by any such revisions; therefore it is important to review this Privacy Policy regularly.
- No Information Collected from Children. The content and services provided by us or our affiliates is not intended for children under the age of 13. If you are under the age of 18 or otherwise not of legal age to form a binding contract in your place of residence, you must have your parent or legal guardian's permission to use the Website. No information is knowingly collected or retained from children under the age of 13, nor is any such information knowingly used for any marketing or promotional purposes whatsoever, either inside or outside the Website. No part of the Website is designed to attract anyone under the age of 13. Children are not eligible to use any services provided by us and we ask that children under the age of 13 not submit any personal information to us or visit the Website.
- Contact. If you have any questions regarding this Privacy Policy, please contact us by email at info@ruhegroup.com.

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