

Oranj™  
Terms of Use Legal Agreement

THESE TERMS OF USE GOVERN YOUR USE OF THE ORANJ™ SOFTWARE APPLICATION, THIS WEBSITE AND RELATED SYSTEM, INCLUDING ALL UPDATES, ENHANCEMENTS AND RELATED MATERIAL PROVIDED TO YOU ON THIS SITE (hereafter the “Application”). Oranj™ is a trademark and trade name of Investment Grade Technologies, LLC, a Delaware limited liability company d/b/a Oranj (hereafter, along with its affiliates and each of their successors and assigns, “Oranj”). PLEASE READ THESE TERMS OF USE CAREFULLY. BY USING THE APPLICATION, YOU ARE CONFIRMING THAT YOU HAVE READ AND UNDERSTAND, AND AGREE TO BE BOUND BY, THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS OF USE, YOU MAY NOT USE THE APPLICATION OR THIS WEBSITE. These Terms of Use are in addition to (and do not limit) any other agreements you may have with Oranj.

ORANJ MAY UPDATE AND CHANGE, AND/OR ASSIGN OR TRANSFER, THESE TERMS OF USE FROM TIME TO TIME WITHOUT NOTICE TO YOU. YOU ARE RESPONSIBLE FOR REVIEWING THESE TERMS OF USE WHEN USING THE APPLICATION, AND ORANJ IS RELYING UPON YOUR AGREEMENT TO THE TERMS OF USE, AS AMENDED, WHEN PROVIDING THE APPLICATION.

To use the Application, you must also be: (i) 18 years of age or older; (ii) expressly authorized to use the Application by an authorized company or institution or advisor (collectively, “your Advisor”); (iii) registered with Oranj pursuant to its registration requirements and meet all eligibility for an Oranj Account; and (iv) authorized to use the Application through a user id/password provided by Oranj.

#### Application Access

By accepting these Terms of Use, Oranj hereby grants you permission to use the Application when it is available as set forth in these Terms of Use, provided that: (i) your use of the Application as permitted is solely for your personal, noncommercial use in connection with managing your accounts in connection with your Oranj Account solely in accordance with the Oranj documentation related to the Application made available to you; (ii) you comply with any authorization, use and security requirements required by Oranj from time to time; and (iii) you otherwise comply with the terms and conditions of these Terms of Use. No other use of the Application is permitted, including without limitation that under no circumstances may you (i) make the Application available, or allow the Application to be made available, on a network or file server, or (ii) copy the Application, or allow the Application to be copied. The rights granted to you under this agreement are non-transferable and non-exclusive. You grant to Oranj and your Advisor, and shall acquire if necessary, all rights to store confidential and personal information and to use such information as intended by use of the Application. You will input information into the Application in any method or format required by Oranj. You are responsible for your own hardware, software and connectivity required to access the Application. You agree that the Application will be unavailable at scheduled and unscheduled times.

You may not:

1. access, tamper with, or use non-public areas of the Application, Oranj's computer systems, or the technical delivery systems of Oranj's providers;
2. attempt to probe, scan, or test the vulnerability of any system or network or breach any security or authentication measures;
3. interfere with, or attempt to interfere with, the access of any user, host, or network, or the proper working of the Application, including, without limitation, sending a virus, overloading, flooding, spamming, or request-bombing the Application;
4. impersonate or misrepresent your affiliation with any person or entity;
5. transmit any material that is fraudulent, abusive, harassing, tortious, defamatory, vulgar, pornographic, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable;
6. rent, disclose, publish, sell, lease, assign, sublicense or otherwise transfer to any third party any of the Application or your license rights relating to the Application;
7. make any attempt to discover the source code, source files or structure of all or any portion of the Application by reverse engineering, decompiling or any other method;
8. attempt to design or create works derived from or based on the Application;
9. use any portion of the Application to operate a service business or for any other use involving the processing of data of other persons or entities; and
10. not permit any unauthorized or unintended access or use of the Application through you, your Account or using your access or user codes.

#### Oranj Account Requirements

- In order to use the Application, you will have to create an account ("your Oranj Account").
- Oranj Accounts are only available to users age 18 and older.
- By registering with Oranj, you represent that you are able to form a binding contract and are not a person barred by any laws from using the Application.
- You are not allowed to use another user's Oranj Account.
- When creating your Oranj Account, you must provide accurate and complete information. You agree to provide true, accurate, current and complete information in all required fields of the registration form and otherwise related to the Application. If any of your information changes, you agree to update your information as soon as possible. If Oranj suspects that your registration violates (or you are otherwise violating) these Terms of Use, your Oranj Account may be subject to suspension or termination, and you may be barred from using the Application.
- You are solely responsible for the activity that occurs on and in your Oranj Account, and you must keep your password secure. You may change your password by updating your account settings. In addition, you agree to immediately notify Oranj of any unauthorized use of your password or any other breach of security. Oranj cannot and will not be liable for any loss or damage arising from your failure to secure your Oranj Account.
- Oranj may archive and store such information regarding your use of the Application. Oranj may use such information in any way it deems appropriate. Oranj shall be under no obligation to provide any such stored information to you.
- Oranj may contact you by email to: (i) provide any notice related hereto; (ii) respond to any questions you may send us; or (iii) communicate other information as necessary to administer the Application. You shall immediately notify Oranj upon any change in your email address.

## Oranj Services

You understand that the Application is not providing any financial, tax, legal, insurance or investment advice, and nothing herein should be construed as an offer to sell, a solicitation of an offer to buy, or a recommendation for any security by Oranj or any third party. You, along with any tax, legal and other counsel you may have, are solely responsible for determining whether any investment, security or strategy, or any other product or service, is appropriate or suitable for you. The Application is a personal finance information management software application that allows you to consolidate and track your financial information in your Oranj Account. Information in your Oranj Account may come from: (i) you; (ii) your investment advisor that you may give permission to provide information to your Oranj Account (but only to the extent that you authorize them to do so); or (iii) any accounts you may have that are maintained online by third party financial institutions, if you direct Oranj to retrieve information from those accounts and Oranj has an ongoing relationship to access such account information with such institution(s). You understand and acknowledge that the information in your Oranj Account is only as accurate and up-to-date as the sources that provide the information. YOU ASSUME ALL RISK ASSOCIATED WITH YOUR USE OF THE APPLICATION INCLUDING LOSS OF DATA AND CONTENT.

## Information from Third Party Sites

If you direct the Application to retrieve your financial or other information from certain third party sites, you explicitly authorize Oranj to act as your agent in order to receive that information on your behalf. When you enter your login and password (or other access credentials) to any third party site or otherwise approve the retrieval of information, you explicitly represent and warrant that you have all necessary rights to authorize the Application (using your Oranj Account) to access and copy the information on that site on your behalf. You also authorize Oranj to use third party services including without limitation, to access your information from third party sites, in accordance with their terms of service. You understand and acknowledge that Oranj has no control over the accuracy of the information provided by third party financial or other institutions.

## Oranj Intellectual Property

Oranj, and/or its third party providers (which expressly includes its licensors), shall at all times retain ownership of all rights, title and interest in and to the Application, the associated website and any copies and parts thereof (including all enhancements, modifications, revisions, updates, supplements, interim works and derivative works thereto, any related technical know-how and all copyright, patent and other intellectual property rights therein). All of the foregoing are protected by copyright and other intellectual property laws. Your rights shall be limited solely to use of the Application as provided for herein. You will have no rights, ownership or interest in or to the Application except as described herein, and Oranj expressly reserves all rights not otherwise specifically granted hereunder. You may not alter or remove any copyright notice or proprietary legend contained in the Application or associated website. You do not receive any, and Oranj retains, all ownership rights in the Application and associated website. All trademarks and service marks on this website belong to Oranj, except third party trademarks or service marks which are the property of their respective owners.

## Your Content

Content you input or select to have transmitted (and is then transmitted) to the Application for hosting, display, and distribution via your Oranj Account is collectively "Your Content". You grant to Oranj and its representatives and agents, and your Advisors, a non-exclusive, fully-paid, world-wide, transferable, royalty-free license, with the right to grant sublicenses, to display, store, transcode, transmit, reproduce, edit, modify, create derivative works, and reuse Your Content (or any portions or derivative works thereof) for the purposes you authorize within your Oranj Account and as otherwise permitted herein and in the Oranj Privacy Policy. Without limiting the foregoing, you expressly agree that Oranj may do any or all of the foregoing with Your Content (in conjunction with aggregating it with other content) so long as such information is non-identifiable to you.

For more information on how Your Content and personal information is stored, shared, and distributed in your Oranj profile account, see the Oranj Privacy Policy. If you have questions not addressed by the Oranj Privacy Policy, please email at [support@runoranj.com](mailto:support@runoranj.com). Oranj reserves the right to reject, remove or modify Your Content in its sole and absolute discretion at any time.

You represent and warrant:

1. you own all rights in Your Content or, alternatively, you have acquired all necessary rights in Your Content to enable you to grant to Oranj and your Advisor the rights in Your Content described herein;
2. you have paid and will pay in full all license fees, clearance fees, and any other financial obligations, of any kind, arising from any use of Your Content in the Application;
3. you are the individual named in Your Content, or, alternatively, if you are an Advisor who has been provided access to an individual's account, you have obtained all necessary permissions and authorizations from the person named in Your Content to enable your use of the Application in accordance with these Terms of Use;
4. access by the Application of Your Content does not infringe the intellectual property rights, privacy rights, publicity rights, or any other legal or moral rights of any third party.

You agree to keep all records necessary to establish and maintain Your Content so that it does not violate any of the foregoing representations and warranties and to make such records available to Oranj upon Oranj's request.

## Feedback

You further agree that Oranj is free to use for any purpose whatsoever, ideas, know-how, concepts, techniques, comments, criticisms, reports, or other feedback other than Your Content ("Feedback"), whether oral or written, that you may send to Oranj. You acknowledge and agree that you have no expectation of compensation or confidentiality of any nature with respect to this feedback, and use by Oranj of such Feedback (including with limitation related to the Application) shall be, and shall remain, the sole and exclusive property of

Oranj.

#### Alert Disclaimer

You understand and agree that any electronic communications that you request in your account settings and that Oranj provides to you may be delayed or prevented for reasons that Oranj cannot control. Oranj can neither guarantee the delivery nor the accuracy of the content of any alert. You agree that Oranj is not liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert.

#### Term and Termination

These Terms of Use are effective until terminated. Oranj and/or Your Advisor may terminate these Terms of Use and your access to the Application at any time without notice. You may terminate this agreement upon written request to Your Advisor. This agreement will also terminate if you fail to comply with any term or condition of these Terms of Use. You agree, upon any termination, you will: (i) return any confidential or proprietary information to Oranj, (ii) cease accessing or using the Application, and certify to each of the foregoing in writing if requested by Oranj. Oranj shall disable your access to the Application upon termination. All rights and obligations reasonably intended to survive the termination of these Terms of Use shall so survive (including without limitation the disclaimers and limitations of liability herein).

#### Modifications To The Oranj™ Application

Oranj reserves the right to modify or discontinue the Application at any time with or without notice to you. Oranj shall not be liable to you or any third party should Oranj exercise its right to modify or discontinue the Application. Oranj shall not be obligated to provide any support or maintenance services except as may be contracted for in writing for a fee agreed to by Oranj, but Oranj, if it so elects at its sole discretion, may provide modifications, updates and enhancements (“Updates”) to the Application from time to time by directly installing the Update on the associated website. You agree to only use the Updated Application. You acknowledge that Oranj will not be obligated to continue to support or keep active any prior version of the Application once an Update is released and active for you. Updates may disable or delete features of the Application as necessary, including without limitation due to a change in relationship with a third party licensor or other partner.

#### Warranties and Disclaimer

You represent and warrant as follows: (i) acquiring, operating and maintaining the proper environment necessary to properly operate and access the Application and this website, including without limitation the telecommunications infrastructure, hardware, interfaces and other software, is your sole responsibility; (ii) you are responsible for determining whether the Application will achieve the results you desire and for selecting qualified personnel to use the Application on your behalf as permitted herein. You are responsible for adopting reasonable measures to limit your exposure with respect to potential losses and damages arising from use, nonuse, interruption, delay, errors, or omissions of or in the Application or Internet or wireless service access, or the results thereof,

including (without limitation) examination and confirmation of data prior to use thereof, and provision for identification and correction of errors and omissions. You agree to maintain at all times alternative methods capable of substitution in the event the Application is unavailable to you for whatever reason; (iii) You are solely responsible for complying with all applicable international, federal, state and local laws, rules and regulations relating to the use of the Application and the information and data related thereto, privacy (including without limitation for sharing information with Oranj / your Advisor and putting information on the system), and trading of securities (including without limitation related to late trading and market timing); and (iv) Your data shall be properly inputted into the system, and no improper or otherwise inappropriate code (such as a virus) shall be inputted into the system.

YOU EXPRESSLY AGREE THAT USE OF THE APPLICATION IS AT YOUR SOLE RISK. THE APPLICATION IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. IN CONNECTION WITH YOUR USE OF THE APPLICATION, YOU MAY BE INSTRUCTED TO OBTAIN AND LOAD ONTO YOUR COMPUTER CERTAIN OTHER THIRD-PARTY SOFTWARE (COLLECTIVELY THE "THIRD-PARTY SOFTWARE") OR TO CONFIGURE YOUR COMPUTER SYSTEM IN A PARTICULAR MANNER (THE "CONFIGURATION SPECIFICATIONS"). LIKEWISE, ORANJ AND ITS PROVIDERS PROVIDE THE CONFIGURATION SPECIFICATIONS AND THE THIRD-PARTY SOFTWARE TO YOU ON AN "AS IS" AND "WITH ALL FAULTS" BASIS. YOU ASSUME THE ENTIRE RISK IN USING THE APPLICATION AND THE THIRD-PARTY SOFTWARE AND IN CONFIGURING YOUR COMPUTER SYSTEM IN ACCORDANCE WITH THE CONFIGURATION SPECIFICATIONS. ORANJ AND ITS PROVIDERS MAKE NO, AND HEREBY DISCLAIM ANY AND ALL, REPRESENTATIONS AND WARRANTIES THAT THE APPLICATION, THE THIRD-PARTY SOFTWARE OR CONFIGURATION SPECIFICATIONS WILL BE ERROR FREE OR UNINTERRUPTED, OR THAT ANY NON-CONFORMITIES CAN OR WILL BE CORRECTED.

TO THE FULLEST EXTENT PERMITTED BY LAW, ORANJ AND ITS PROVIDERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE APPLICATION, YOUR ORANJ ACCOUNT, THE THIRD PARTY SOFTWARE, THE CONFIGURATION SPECIFICATIONS, AND ANYTHING ELSE RELATED TO ANY OF THE FOREGOING OR THIS WEBSITE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, AND NON-INFRINGEMENT. ORANJ AND ITS PROVIDERS MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF CONTENT AVAILABLE ON OR THROUGH THE APPLICATION OR THE CONTENT OF ANY APPLICATIONS OR THIRD PARTY SERVICES OR OTHERWISE THAT WORK WITH THE APPLICATION AND ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY:

1. ERRORS, MISTAKES, OR INACCURACIES OF CONTENT OR APPLICATIONS;
2. PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF THE APPLICATION OR

- YOUR ORANJ ACCOUNT;
3. ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS OR ANY AND ALL PERSONAL INFORMATION OR FINANCIAL INFORMATION STORED THEREIN;
  4. ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE APPLICATION;
  5. ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE APPLICATION; AND
  6. FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE ON OR THROUGH THE APPLICATION.

IN ADDITION, YOU EXPRESSLY AGREE THAT ACCESS TO THE APPLICATION MAY BE LIMITED OR UNAVAILABLE DURING PERIODS OF PEAK DEMAND, SYSTEM UPGRADES, MALFUNCTIONS, OR SCHEDULED OR UNSCHEDULED MAINTENANCE OR FOR OTHER REASONS. ORANJ AND ITS PROVIDERS MAKE NO WARRANTIES REGARDING MATERIALS PROVIDED BY THIRD PARTY LICENSORS OR HOSTS, PARTNERS, ARRANGEMENTS WITH THIRD PARTIES, OR USE OF THIRD PARTY SITES, SYSTEMS OR SERVICES.

THE CONTENT PROVIDED THROUGH THE APPLICATION AND THIS WEBSITE (INCLUDING VIA ANY LINKS ON THIS WEBSITE) MAY BE PROVIDED BY THIRD PARTY CONTENT PROVIDERS AND USERS. ORANJ IS NOT A PUBLISHER OF SUCH CONTENT AND HAS NO EDITORIAL CONTROL OVER IT. ANY OPINIONS, ADVICE, STATEMENTS, SERVICES, OFFERS OR OTHER INFORMATION GIVEN OR PROVIDED BY THIRD PARTIES ARE THOSE OF THE RESPECTIVE AUTHORS OR DISTRIBUTORS OF SUCH CONTENT AND NOT OF ORANJ. YOU USE SUCH CONTENT ONLY AT YOUR OWN RISK. Oranj cannot require third parties to change information that has been disclosed to them with your consent. To modify this information, you will have to go directly to the relevant third party. In addition, the content on this website is presented only as of the date/time published or indicated, and may be superseded by subsequent events or for other reasons. ORANJ AND ITS PROVIDERS DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE APPLICATION OR ANY LINKED SERVICE, APPLICATION, OR PLATFORM, AND ORANJ AND ITS PROVIDERS WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD PARTY PROVIDERS OF PRODUCTS OR SERVICES. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL OR INFORMATION DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE APPLICATION IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE ARISING THEREFROM. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ORANJ OR THROUGH THE APPLICATION SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

Limitation of Liability

ORANJ OR ITS PROVIDERS SHALL NOT IN ANY CASE BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR OTHER SIMILAR DAMAGES INCURRED THAT ARISE UNDER OR RELATE IN ANY WAY TO THE APPLICATION, THE WEBSITE OR THIS AGREEMENT, EVEN IF ORANJ OR ITS PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, ORANJ AND ITS PROVIDERS SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES INCURRED AS A RESULT OF LOST PROFITS OR REVENUE, LOSS OF USE OF THE APPLICATION, LOSS OR CORRUPTION OF DATA, COSTS OF RECREATING LOST OR CORRUPTED DATA, THE COST OF ANY SUBSTITUTE SOFTWARE, LOST PROFITS, SALES, BUSINESS, INVESTMENTS OR INVESTMENT OPPORTUNITIES, TRADES, INCURRED COSTS OR EXPENSES, LOSS OF GOODWILL OR FOR OTHER SIMILAR COSTS. THE FOREGOING LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING, WITHOUT LIMITATION, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS. IN ADDITION, YOU HEREBY ACKNOWLEDGE AND AGREE THAT ORANJ AND ITS PROVIDERS' MAXIMUM AGGREGATE LIABILITY RELATED TO THE APPLICATION, THIS WEBSITE OR THIS AGREEMENT SHALL IN NO EVENT EXCEED \$100.00. SOME STATES IN THE U.S. MAY NOT ALLOW EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES, OR THE EXCLUSION OR LIMITATION OF INCIDENTAL DAMAGES AND THE LIKE, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

ORANJ AND ITS PROVIDERS WILL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY LOSS RESULTING FROM A CAUSE OVER WHICH ORANJ DOES NOT HAVE DIRECT CONTROL. THIS INCLUDES FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATIONS LINES (INCLUDING TELEPHONE, CABLE AND INTERNET), UNAUTHORIZED ACCESS, VIRUSES, THEFT, OPERATOR ERRORS, SEVERE OR EXTRAORDINARY WEATHER (INCLUDING FLOOD, EARTHQUAKE, OR OTHER ACT OF GOD), FIRE, WAR, INSURRECTION, TERRORIST ACT, RIOT, LABOR DISPUTE AND OTHER LABOR PROBLEMS, ACCIDENT, EMERGENCY OR ACTION OF GOVERNMENT.

#### Indemnity

You agree to indemnify, defend, and hold harmless Oranj, its affiliates, and each of their directors, employees, attorneys, providers and agents from and against any and all claims, liabilities, damages, losses, costs, expenses, fees (including reasonable attorneys' fees and costs) that such parties may incur as a result of or arising from (1) any information (including, without limitation, Your Content, Feedback, or any other content) you (or anyone using your account) submit, post, or transmit on or through the Application; (2) your (or anyone using your account's) use of the Application; (3) your (or anyone using your account's) violation of these Terms of Use; or (4) your (or anyone using your account's) violation of any rights of any other person or entity, including, without limitation, any copyright, patent, trademark, trade secret or other proprietary rights of any person or entity. You will cooperate with Oranj in asserting any available defenses.

#### System Use and Security

You assume sole responsibility for the security and integrity of your Internet service and wireless



connections, hardware, and all data and information transmitted to, from, or through the Application. You agree to provide such security as is necessary to prevent any unauthorized use of the Application. In addition, you will immediately notify Oranj if any user id/password issued to you in connection herewith is or may be jeopardized, or if any unauthorized access to the Application has occurred or is occurring. Oranj may change the Application host or other providers at any time, and you shall cooperate with such change (including without limitation with any related changes such as using a new website address for access).

#### Miscellaneous

Without limiting the foregoing, under NO circumstances will Oranj or its providers be held liable for any delay or failure in performance due in whole or in part to any acts of nature, forces, or causes beyond its reasonable control. In the event that any provision of these Terms of Use is held to be invalid or unenforceable, the remaining provisions of these Terms of Use will remain in full force and effect, and any unenforceable provisions shall be modified to be as close to the original intent as legally permissible. The failure of Oranj to enforce any right or provision of these Terms of Use will not be deemed a waiver of such right or provision. Oranj may freely assign or transfer this agreement at any time.

#### Controlling Law and Jurisdiction

These Terms of Use and any action related thereto will be governed by the laws of the State of Delaware without regard to any conflict of laws principles or rules. The exclusive jurisdiction and venue of any legal action with respect to the subject matter of these Terms of Use will be the state and federal courts located in Cook County, Illinois, and you expressly waive any objection to and hereby consent to and agree to submit to jurisdiction and venue in such courts. YOU HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY RELATED TO THESE TERMS OF USE.

#### Export

The Application is intended for use in the United States only. You will not export, re-export or transship the Application, or any documentation related thereto, or any portion or derivative thereof, outside of the United States without the prior written consent of Oranj. You further will not export, re-export, or transship the Application, or any documentation related thereto, or any portion or derivative thereof, to any embargoed country so designated by the United States government or to any prohibited individual or entity so identified on the U. S. Treasury Department's Specially Designated Nationals and Blocked Persons list or any other prohibited list maintained by the U.S. government. You will be solely responsible for complying fully with all applicable export laws and regulations of the United States and any other relevant jurisdiction with respect to your use of the Application and associated website and will assure that none of the Application or any documentation related thereto, or any portion or derivative thereof, is exported, directly or indirectly, in violation of United States law.

#### Entire Agreement

These Terms of Service, together with the Oranj Privacy Policy, which is hereby incorporated

by reference and any other rules or guidelines posted in connection with the Application, are the entire and exclusive agreement between Oranj and you regarding the Application and your Oranj Account. These Terms of Service supersede and replace any prior agreements between Oranj and you regarding the Application.

If you have any questions about these Terms of Use, please contact us at [info@runoranj.com](mailto:info@runoranj.com)

Last Revised: January 2016