TERMS OF SERVICE

Applicable before 7th July 2024

Thank you for visiting our website - https://getryoko.com (hereinafter - "Website"). Please read these Terms of Services (hereinafter - "Terms") before using the Website, using any of its features or placing any purchase requests. These terms govern your use of the Website and will form a legally binding agreement between You (hereinafter - "User" or "You") and the operator of the Website whenever you'll be buying anything on the Website.

If You have not read and/or understood the provisions of these Terms, we recommend that you stop using the Website and refrain from making any purchases via the Website.

1. GENERAL INFORMATION

1.1. Ryoko (hereinafter referred to as the "Seller", "We", "Us", "Our") is a brand name and registered trademark that is used and operated by: UAB Viaota

Gedimino g. 45-7, LT-44239, Kaunas, Lithuania

Company reg. no.: 305710320

Whenever you will be buying anything on the Website you will be entering into a contractual relationship with Us and this contractual relationship shall be bound and determined by these Terms and applicable laws.

- 1.2. Please be noted that all purchases that You will make on the Website will be sent to You from one of our fulfilment centres, which address will not match our office address. If you want to return a product please do not send it to our office address as we will not be able to accept it. All returns should be sent to our fulfillment center for more detailed information about returns please see Our Return Policy.
- 1.3. In order to use the Website and make any purchase on the Website you must meet the following minimal requirements:
- (a) You have read these Terms and agree to be bound by them;
- (b) You are of legal age to use the Website and/or to enter into a remote contract via online means, as required by Your local laws;

- (c) You are using the Website for your own personal interest and do not seek to use the Website for the interest of any other business entity or subject, regardless of it being a natural or a legal person.
- 1.4. Please note that the Website is intended and designed for adult users only. The Website is not and will never be intended for use by children or minors.
- 1.5. If You have read these Terms but do not fully understand the provisions set out herein please contact our customer support team by filling an online contact form at Contact and refrain from buying anything on the Website until you fully understand all the terms and conditions.
- 1.6. We have the right to prohibit You from accessing and using the Website or any of its features if we have a reason to believe that you do not comply with the requirements set out in Clause 1.3. above or if we have a reason to believe that You are in breach of any other provision of these Terms.
- 1.7. Please be noted that most of our products are manufactured and will be delivered to you from China. Thus depending on the laws applicable in the country of your residence, your purchased products might be subject to import duties, sales or VAT tax, and/or other taxes.

2. OUR PRODUCTS AND SERVICES

- 2.1. The Website is dedicated to selling Ryoko consumer electronic goods (hereinafter "Goods") and supplementary mobile internet services (hereinafter "Services").
- 2.2. All of our Goods are designed and manufactured in accordance with all EU requirements, applicable to these types of electronic devices, and all Goods are bearing "CE" marking confirming compliance with the applicable laws.
- 2.3. Please be noted that the Goods or Services available for purchase on the Website are not designed or intended to be used by children. Please do not give the Goods or Services you purchase on our Websites to minors without Your attendance.
- 2.4. Please be noted that our Goods are not designed and are not suitable for industrial, commercial or professional use. We sell our Goods for personal use only.

2.5. You can find specifications, detailed descriptions, important usage information and answers to other questions that you might have about the Goods or Services on the FAQ section of the Website here: https://getryoko.com/contact. Please make sure that you have carefully read the descriptions of the main properties of the Goods and Services that you wish to acquire from Us, before placing your purchase request on the Website. Also, you can read about key properties of our Goods and Services on these Terms below.

MUAMA Ryoko Portable Wifi 4g Router Key Properties

- 2.6. MUAMA Ryoko portable wireless wifi 4g router (hereinafter "Ryoko") is an electronic device designed to be used as a portable wifi router or portable internet hotspot to which you can connect up to 10 devices at one time. You can use Ryoko as a wifi router to transmit an internet connection to any other device that has wifi connection capabilities. In order to use all functionalities of the Ryoko device, you must install a SIM card with internet connectivity to the device.
- 2.7. All Ryoko devices purchased from Us will come with a prepaid Viaota SIM card capable of a 4G internet connection. Each Viaota SIM card that comes with the Ryoko device will have a limited amount of data (500 megabytes) prepaid in the card. Once You use out all of the prepaid megabytes that come with the SIM card, you can either top up the card and continue using the same SIM card or You can use any other SIM card that has 4G connection capabilities.
- 2.8. MUAMA will work with any SIM card that has a 4G connection, however, please be noted that not all operators' SIM cards work in all countries.
- 2.9. Ryoko is an electronic device containing a lithium battery, so it will require charging from time to time. The battery life of Ryoko will be dependable on the intensity of the use of the device. Together with Ryoko, you will receive a USB cable for charging the device. Please be noted that the use of inappropriate charging cables might result in battery failure or decreased battery life.

Other MUAMA Ryoko products

- 2.10. You can also buy Accessories for MUAMA devices on our Website, such as:
- (a) Universal charger travel adapter;

- (b) Travel accessories organizer;
- (c) Micro USB charging cables.
- 2.11. The above-described accessories are compatible with Ryoko devices. Please be noted that the use of other accessories that you purchase from other vendors may not be compatible with Ryoko devices and even damage your Ryoko product irreparably. Please be noted that you may lose your Ryoko warranty if it gets damaged due to the use of third party accessories (such as chargers).

Viaota Mobile Internet Services

- 2.12. You can purchase Viaota mobile internet Services as a standalone service if you purchase a Viaota SIM card from Us, and/or you will be provided with a Viaota SIM card and Services whenever you will purchase a MUAMA portable wireless Wifi 4G Router. You can find the most up-to-date information about Viaota Services, Service plans, and other latest information by visiting the Viaota website at https://viaota.com/.
- 2.13. To start using Viaota mobile internet Services you must activate the Viaota SIM card that will be provided to you after the purchase. The Viaota SIM card must be activated within two months from receiving unless a longer activation date would be specified on the package of the Viaota SIM card. If you fail to activate your Viaota SIM card within the specified time, the card will be automatically deactivated without the possibility to activate the same card again and you will need to order a new Viaota SIM card (subject to additional fees) in order to use the mobile internet Services.
- 2.14. The mobile internet Services will become available to You once you activate the Viaota SIM card. Detailed instructions on how to activate your Viaota SIM card will be provided together with the Viaota SIM card package. Once the Viaota SIM card is activated, you will be able to use the Services immediately but not later than within 48 hours after the activation is complete. If you are having any issues with the activation of your Viaota SIM card or trouble with using the Services, please contact our customer support.
- 2.15. The Services are provided and charged in accordance with the prices and tariffs indicated on the Website unless otherwise stated on the specific purchase page on which you have made your purchase.

Please be noted that if you receive your Viaota SIM card in a bundle together with your Ryoko device, then your Viaota SIM card will come prepaid with 500

megabytes of data that will be available for you for 30 days from activation of the SIM card. Once you run out of mobile data, you can always contact Our customer support and order one of the above-specified Services packages for your Viaota SIM card.

Viaota Services Billing

- 2.16. If you order a Viaota Service plan you will be billed monthly for your subscribed plan. The monthly subscription fee will be withdrawn from your credit or debit card which you will provide upon placing your order on the Website.
- 2.17. Whenever you will reach or exceed your data usage limits your Services shall be restricted until the next recurring payment is received. You can change your Services plan to the one that provides more data anytime.
- 2.18. If We are unable to charge your credit/debit card for your chosen Service plan, we will limit your access to Services until the payment is received. If you do not pay for your subscribed plan for more than 3 months (90 days) your Viaota SIM card might be suspended. If you wish to activate your suspended Viaota SIM card, additional reactivation fees might apply. If you don't use your Viaota SIM card and do not pay the Service fees for more than 6 months (180 days), your Viaota SIM card will be irrevocably canceled without the possibility to reactivate.
- 2.19. Viaota ensures that the quality of the Services will comply with the requirements established for such services in the laws and regulations of the Republic of Lithuania and the European Union. Viaota shall not bear responsibilities for the quality of services if you would use mobile internet devices that do not meet the requirements established by the European Union and/or the USA and have no "EC" or "FC" marking; as well as devices that do not technically support the services provided by Viaota, hinder the use of Viaota services purchased by the user due to technical or other reasons (failures, etc.), as well as illegally purchased mobile devices or devices that have illegally changed identification code.
- 2.20. Viaota Services is intended for personal use only, therefore all use of Services for industrial or commercial purposes, save for the user's professional needs, are considered unfair. The uploading or downloading of unreasonably high volumes of data, which is not in line with the normal consumption habits of an average consumer and is not similar to the rational use of services for personal needs, is also considered as unfair use of Services. If We have any reason to believe that the User uses the Services unfairly, we reserve

the right to restrict such use of Services by restricting your Services, implementing preventative measures, such as, reducing internet speed, reducing services uptime, or under extraordinary circumstances – terminating the Services. We will never imply any restrictions without justifiable and evidence-based reasons.

- 2.21. If due to Viaota's fault the consumer was not able to use Services or if the user were incorrectly charged, Viaota undertakes to provide the user with Services that he/she was not able to use, extend the term of Services, or, in case of incorrect charging, reimburse the relevant amounts by transferring it to the Viaota Card account. Viaota holds information about the Services provided to the user and the top-ups made by the user for no longer than 6 months from the date of the event, therefore user's claims with regards to the provided services and payments are accepted only if given to Viaota not later than 6 months after the event, on which the claim is provided, occurred.
- 2.22. If you decide to terminate your Viaota account, the unused amounts are not exchanged for cash, are not refunded to the user, and are not transferred. If you decide to terminate please contact our customer support. Once you provide a request to terminate Services, you will still be able to use the Services for the month for which you have paid, as the termination will become effective once the paid-up month ends.
- 2.23. Viaota has the right to cancel the Services without a refund in cases when the user abuses the Services by using Services for other profit or commercial purposes.
- 2.24. Viaota guarantees that its Services will be available 95% of the time. Technical maintenance is not included in the remaining percentages. All service disruptions in the Viaota network are eliminated within one business day as soon as a failure message is received.

3. PRICING, PAYMENTS AND CHARGES

- 3.1. The final price, inclusive of all taxes and fees for the Goods shall be displayed on the check-out page, on which you will be able to make the purchase. Please be noted that the price on the check-out page does not include any import fees or duties which would be applicable by your local customs.
- 3.2. Prices for Goods displayed on the Website might be subject to change. We may apply discounts or reduce prices from time to time.

- 3.3. We reserve the right to modify or discontinue further sales of any products. We will not be liable to you or any third-party for any modification, price change, suspension, or discontinuance of the sale of products.
- 3.4. All prices displayed on the Website are inclusive of international shipping costs and taxes. However, please be noted that consumers from different countries may see product prices which would be slightly different the prices may be affected by the Value Added Tax ("**VAT**") which would or would not be applicable depending on each case. Also, depending on your shipping address, some buyers might have to pay import fees.
- 3.5. We will never include VAT in the purchase price and will not ask you to pay the VAT if:
- (a) VAT is not applicable in the country which you indicated for shipping; and/or
- (b) Your requested product will be shipped to You from our fulfilment centre in China.
- 3.6. Please be noted that in case defined in Clause 3.4. above, your shipment may be subject to import fees and customs charges. However, you will never be double charged with same taxes we won't ask you to pay VAT or import fees if your requested product will be sent to You directly from China.
- 3.7. In cases when VAT is applicable in your country and your requested product is located in our EU fulfilment centre VAT shall be included in the product price displayed to you on the check-out page.
- 3.8. Please be noted that we will never apply any conversion rates or charges dependable to your chosen payment method. However, some banks apply conversion rates for outgoing payments and international transfers thus, we are not responsible for any bank fees or conversion rates that your bank would apply for any payment made to Us. If you notice any differences between the product prices on Our Website or purchase receipt and Your bank account statement, please refer to your bank for detailed explanation of the additional charges.
- 3.9. We accept payments by credit card, PayPal and other electronic payments only. We will not accept checks, cash or other means for payment, except if 'cash on delivery' service would be available in your country (if 'cash

on delivery' is available at your country, you will be informed about such option on the check-out page).

4. DELIVERY

- 4.1. Once you have placed your order on the Website and made the payment, we will process your order within 1-3 business days. After your order is processed you should receive the shipment within 4-14 business days if shipping will not be affected by natural occurrences.
- 4.2. All products purchased on our Website will be delivered to You by EMS, DHL or other similar couriers. After we finish processing your order we will send you confirmation letter containing your shipment tracking number. You can track your order online anytime by visiting https://www.stone3pl.com/index.php?route=services/track or https://www.17track.net/.
- 4.3. In case your purchase does not reach you within 30 calendar days, please report to our customer support. Please be noted, that in accordance to Article 18(2) of the Directive 2011/83/EU of the European Parliament and of the Council, if You do not receive your purchase within 30 days, you must contact us and inform Us about acceptable additional period of time upon which we will deliver Your purchase. You shall be entitled to terminate the purchase only if We have failed to deliver your purchase within the additional time limit. Please be noted that you cannot claim to not have received the purchased goods if the rules set out in this provision is not followed.

4.4. Please be noted that:

- (a) due to the COVID-19 pandemic the logistics network might be disrupted in various countries, thus the delivery times might be longer than specified on the Website or in these Terms;
- (b) the shipping terms may also be affected by customs, natural occurrences, transfers to the local carrier in your country or air and ground transportation strikes or delays. We will be not responsible for delays if the shipment will be delayed due to the aforementioned reasons.

5. RETURNS & REFUNDS

5.1. If you are unhappy with your purchased Goods you may return unused and unpacked items and get a refund, exchange or store credit within 30

days from the delivery date. The 30-day return term will expire after 30 days from the day on which You, or a third party other than the carrier indicated by You, acquires physical possession of the purchased Goods.

5.2 . To exercise the right to withdraw and return your purchased Goods, You must contact our customer support team by filling an online contact form at https://getryoko.com/contact. After you contact our support team, you will be provided with a return code and return address – please be noted that we will only accept returning goods that will be sent with the provided return code and delivered to the provided return address.

5.3. To meet the withdrawal deadline (30 days) you have to contact us and send the returning Goods to us within 30 days from receiving the Goods.

- 5.4. If you withdraw from this contract, we shall reimburse to you all payments received from you, without undue delay and in any event not later than within 14 days from the day on which we receive the returning goods from you. We will make the refund by using the same means of payment as you used for the initial transaction.
- 5.5. Please be noted that we will only accept the returned Goods if it was not used, damaged and sent back to us in the original package. If we determine that the returned products were used but still in an operable and re-sellable condition, we might still make a refund to you, but You will be liable for any diminished value of the Goods resulting from handling the Goods. Thus, if we found that the returned product was used, we reserve the right to not accept the return and not to issue the refund.

5.6. Please be noted that if You want to return Goods bought on the Website You will have to cover the shipping costs which will not be compensated by Us.

- 5.7. If you do not collect your purchased Goods from the carrier or customs and such Goods are returned to Us, we will make you a refund, but we will deduct 15% restocking fee, USD 10 per one shipment, and diminished value amount (if any) from the returnable amount.
- 5.8. Please be noted that we will only accept returned products and make refund for them if they will be returned to the address provided by Our customer support and will have the return merchandise authorisation code placed on the returning shipment. Please do not send any returning products to our office address as we won't be able to accept them. For more information, please check https://getryoko.com/return.

5.9. Please be noted that if You want to return Goods bought on the Website You will have to cover the shipping costs which will not be compensated by Us.

5.10. Please note that shipping costs are not refundable. We issue refunds for the purchased items, but NOT for the order's shipping costs.

6. WARRANTY

6.1. If you wish to return a defective item please contact our customer support by filling an online contact form at https://getryoko.com/contact. When you contact our customer support with a warranty claim please be prepared to provide upon request: (1) photographs of the defective item; (2) your order ID and purchase confirmation letter or payment receipt; (3) a brief description of the defect.

7. PERSONAL DATA AND CONTACTING

- 7.1. We take necessary precautions and follow industry best practices as well as all requirements set by applicable laws to protect Your personal information from being inappropriately lost, misused, accessed, disclosed, altered or destroyed.
- 7.2. The Provider ensures that all personal data shall be collected and processed in accordance with all applicable laws. To find out more about how we use and process personal data please read our Privacy Policy (https://getryoko.com/privacy).
- 7.3. Please be noted that we may contact you via phone or email if we need to confirm any details of your order or if your order request was not processed successfully due to technical matters. If your order was not successful due to payment processing errors, we might send you a text message or email with a reminder to carry out necessary actions.
- 7.4. If you choose to receive promotional messages from us, either through our Website or by sending us your opt-in, you are providing your prior express written consent to receive recurring marketing or promotional messages from us ("**SMS**") sent via an automatic telephone dialing system.
- 7.5. If you will provide us with your express written consent to receive SMS from us, we may also send you a SMS offering to be enrolled in our SMS subscription service. You will be enrolled to subscription only if you opt-in by

confirming your acceptance to be enrolled to subscription. If you subscribe to receiving promotional messages, we will send you not more than 3 promotional SMS per week.

- 7.6. You can unsubscribe from receiving promotional SMS from us at any time by replying "STOP", "END" or "CANCEL" to our SMS. Once we receive your optout request we will stop sending you any SMS immediately. If you are unable to opt-out or need additional information, please contact our customer support by email or reply "HELP" to our SMS and someone from our team will contact you within 1-2 business days.
- 7.7. Your wireless service provider's messaging and data plans may apply to our confirmation text messages and any subsequent text messages, depending on your individual data plan provided by your wireless service provider. Please consult your mobile operator to determine the charges for retrieving data, sending and receiving SMS. Under no circumstances will we or our affiliates be responsible for any SMS or cell phone charges incurred by you or anyone who has access to your cell phone or phone number. Neither we nor the mobile network operators are liable for delays in the receipt or non-delivery of SMS.
- 7.8. The information we receive from you in connection with the SMS Services may include your cell phone number, the name of your network operator and the date, time and content of your SMS. For more information about how we use your personal information, including phone numbers, please refer to our privacy policy.

8. RULES OF CONDUCT

- 8.1. Please be noted that our Goods or Services are sold for personal use only. By agreeing with these Terms you confirm that you will only buy our Goods for personal use.
- 8.2. You may not use our Goods for any illegal or unauthorized purpose nor may you, in the use of the Website, violate any laws. All contents of the Website and the contents of all materials received from us (including graphic designs and other contents) and the relevant parts of the Website belong to the ownership of UAB Viaota and are protected by the copyright laws. Any use of any copyrights for purposes other than personal use, without our license, constitutes a breach of copyright.
- 8.3. We have the right, but not obligation, to investigate any illegal and/or unauthorized use of the Website and take appropriate legal action, including

without limitation, civil, and injunctive relief if we have a reason to believe that you are violating these Terms or applicable laws. While using the Website, you must:

- (a) Not use the Website or any of its contents for any illegal purpose, or in violation of any local, state, national, or international law;
- (b) Not violate or encourage others to violate the rights of third parties, including intellectual property rights;
- (c) Comply with all policies posted on the Website;
- (d) Not transfer, legally or factually, your registered account to another person without our written consent;
- (e) Provide honest and accurate information to us;
- (f) Not use the Website or any of its contents for any commercial purpose, including distribution of any advertising or solicitation;
- (g) Not reformat, format, or mirror any portion of any web page of the Website;
- (h) Not create any links or redirections to the Website through other websites or emails, without prior written consent given by us;
- (i) Not make any attempts to interfere with the proper functioning of the Website or the use and enjoyment of the Website by other users;
- (j) Not commercially resell, redistribute or transfer any Products that you buy from us;
- (k) Not interfere in any way with security-related features of the Website;
- (I) Not access, monitor or copy any content or information of the Website using any robot, spider, scraper, or other automated means or any manual process for any purpose without our express written permission;
- (m) Not claim false affiliations, access the accounts of other users without permission, or falsify your identity or any information about you, including age or date of birth;

- (n) Not perform any other activity or action which would be incompliant with these Terms or applicable laws.
- 8.4. You acknowledge that the Website does not have to be accessible at all times, especially during the necessary hardware and software maintenance periods.

9. DISCLAIMERS

- 9.1. The Website may provide links to other websites maintained by third parties. Any information, products, software, or services provided on or through third-party sites are controlled by the operators of such sites and not by us or our subsidiary companies. When you access third-party sites, you do so at your own risk.
- 9.2. We honour the privacy of our customers, thus all testimonials and/or comments displayed on the Website might have fictional names and associative pictures. The identity of the consumers is known to us, but we will never display our users' true names or images except when a user gives its express consent to display his/her name and/or image.
- 9.3. Unless otherwise indicated, this Website is our property and all source code, databases, functionality, software, designs, text, photographs, and graphics on the Website are owned or controlled by us and are protected by copyright and trademark laws. It is forbidden to copy or use any of the Website's contents without prior written approval by Us.
- 9.4. THE GOODS OFFERED ON OR THROUGH THE WEBSITE ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 9.5. THE GOODS SOLD ON OUR WEBSITE ARE DESIGNED FOR PERSONAL USE ONLY. WE DO NOT CLAIM THAT ANY OF OUR PRODUCTS WILL BE SUITABLE FOR PROFESSIONAL, INDUSTRIAL, OR COMMERCIAL USE.
- 9.6. WE DO NOT TAKE ANY RESPONSIBILITY FOR ANY DISRUPTIONS IN THE BROADBAND CONNECTION THAT ARE NOT DEPENDABLE FROM US.

9.7. WE DO NOT WARRANT THAT THE WEBSITE OR ANY OF ITS FUNCTIONS WILL BE UNINTERRUPTED OR ERROR-FREE. THAT DEFECTS WILL BE CORRECTED, OR THAT ANY PART OF THIS WEBSITE OR THE SERVERS THAT MAKE THE WEBSITE AVAILABLE. ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE EXPRESSLY DISCLAIM LIABILITY FOR ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORD, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION. EACH USER SPECIFICALLY ACKNOWLEDGES THAT WE ARE NOT LIABLE FOR THE DEFAMATORY. OFFENSIVE, OR ILLEGAL CONDUCT OF OTHER THIRD-PARTIES, SUBSCRIBERS, MEMBERS, OR OTHER USERS OF THE WEBSITE AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH EACH USER.

9.8. WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES ABOUT THE CORRECTNESS, ACCURACY, TIMELINESS, OR RELIABILITY OF THE WEBSITE OR THIRD-PARTY SITES. USE OF ANY INFORMATION ON THE WEBSITE OR THIRD-PARTY WEBSITES IS AT THE USER'S OWN RISK. UNDER NO CIRCUMSTANCES WILL WE BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY RELIANCE ON INFORMATION OBTAINED THROUGH THE WEBSITE.

- 9.9. Any information provided on the Website is for commercial and recreational purposes only. The Website should not be used in any high-risk activities where damage or injury to persons, property, environment, finances, or business may result if an error occurs. You assume all risk for your use of information provided on the Website.
- 9.10. We made every effort to display as accurately as possible the colors and images of all materials that appear on the Website. However, we cannot guarantee that your computer monitor's display of any color will be accurate as well as that any display of any product or service on the Website will accurately reflect the actual properties of the product or service that You can find on the Website.

10. INDEMNIFICATION

10.1. You agree to indemnify, defend and hold us and our affiliates, and respective officers, directors, owners, agents, information providers, and

licensors harmless from and against all claims, liability, losses, damages, costs, and expenses (including attorneys' fees) in connection with:

- (a) Your use of, or connection to, Our Website;
- (b) Any use or alleged use of Your account or Your account password by any person, whether or not authorized by You;
- (c) The content of information submitted by You to Us;
- (d) Your violation of the rights of any other person or entity;
- (e) Your violation of any applicable laws, rules, or regulations.
- 10.2. We reserve the right, at our own expense, to assume defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with us in defence of such claim.

11. LIMITATION OF LIABILITY

11.1. UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL WE, OUR SUBSIDIARY COMPANIES, OR AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE WEBSITE, INCLUDING ITS MATERIALS, PRODUCTS, OR SERVICES, OR THIRD-PARTY MATERIALS, PRODUCTS, OR SERVICES MADE AVAILABLE THROUGH THE WEBSITE, EVEN IF WE ARE ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES. AS SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN CATEGORIES OF DAMAGES, THE ABOVE LIMITATION MAY APPLY TO YOU IN LESSER EXTENT. IN SUCH STATES, OUR LIABILITY AND THE LIABILITY OF OUR SUBSIDIARY COMPANIES OR AFFILIATES IS LIMITED TO THE GREATEST EXTENT THAT IT CAN BE LIMITED UNDER SUCH STATE LAW.

11.2. In no case shall we, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, health issues, sickness, physical problems, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any

other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. In no case shall we be liable for any recommendations, health claims, statements, or any other advice or information provided on the Website or any other forms of communication. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

11.3. If You are dissatisfied with the Website, any materials, products, or services displayed on the Website, or with any of the Website's terms and conditions, your sole and exclusive remedy is to discontinue using the Website.

12. INTELLECTUAL PROPERTY

12.1. With regards to these Terms, intellectual property rights mean such rights as trademarks, copyright, domain names, database rights, design rights, patents, and all other intellectual property rights of any kind whether or not they are registered ("Intellectual Property").

12.2. All Intellectual Property displayed on the Website or provided to You in any other form are protected by law. You may not copy, repurpose, or distribute any Intellectual Property or any other content received from us or found on the Website, including Product descriptions, for any purpose, without our express written permission. For example, you may not copy Product information onto any other website or app. Without limiting the foregoing, the use of our content for commercial purposes is forbidden unless you have our express written permission.

12.3. All Intellectual Property displayed on the Website or provided to you in any other form belong to us, except third-party trademarks, service marks, or other materials, which are used by us. None of such Intellectual Property may be used without the prior written consent of Us or the third party to whom such Intellectual Property belongs.

13. GOVERNING LAW AND DISPUTES

- 13.1. These Terms have been construed in accordance with EU laws regulating consumer rights. These Terms and entire legal relations between you and us shall be subject to the law of the Republic of Lithuania, except in cases if the consumer relations regulating laws would set a specific applicable law or jurisdiction.
- 13.2. If the You would have any complaints, please contact our support team before making an official complaint to any authority or third party. You may contact Us at any time by filling an online contact form at (https://getryoko.com/contact). We will always put our best efforts to settle any complaints as fast as possible and in a way which would be most favourable to You.
- 13.3. If we are unable to reach an amicable settlement with You or if you have any other complaints about our goods or services, You may submit a request or complaint regarding your purchase to the State Consumer Rights Protection Authority (SCRPA) of the Lithuanian Republic (address Vilniaus g. 25, 01402 Vilnius, Lithuania, email: tarnyba@vvtat.lt, telephone 8 5 262 67 51, fax 8 5 279 14 66, website www.vvtat.lt) or you can also contact any territorial division of the SCRPA or fill out a request/complaint form on the EGS platform at http://ec.europa.eu/odr. You also have the right to appeal to a court of the Republic of Lithuania (according to the headquarters of the Provider) or other institutions considering consumer disputes in the out-of-court procedure.

14. MISCELLANEOUS

- 14.1. If any provision of these Terms is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these terms of service, such determination shall not affect the validity and enforceability of any other remaining provisions.
- 14.2. You can review the most current version of the terms of service at any time at this page. We reserve the right, at our sole discretion, to update, change or replace any part of these terms of service by posting updates and changes to our Website.
- 14.3. These Terms and the Privacy Policy, the Returns Policy and any other policies on the Website (as each may be revised and amended from time to time according to their respective terms) collectively constitute the entire agreement between You and Us.

15. CONTACT INFORMATION

You can contact us by the following details:

Support email: support@ryokowifi.com

Online contact form: https://getryoko.com/contact

Phone: +1 (205) 782-8802