

TERMS OF SERVICE

OVERVIEW

Welcome to www.React.win, and to the React & Win™ native mobile app, collectively “site” or “website,” operated by React, LLC, a Florida Limited Liability Company (“React” or “Company”). Thank you for accessing our products and services (together, the “Services”) for use. React offers this website and mobile application, and the Services, to Users conditioned upon Users’ acceptance of all terms, conditions, policies and notices stated here (“Terms of Service”).

These Terms of Service apply to all users of the site and mobile applications, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content. The Company reserves the right, at any time and without notice to the Users, to update these Terms of Service.

Please read these Terms of Service carefully before accessing or using our website or mobile applications. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page.

SECTION 1 – ONLINE TERMS

Your use of the Services expressly represents that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given your consent to allow any of your minor dependents to use this site.

You may not use the Services for any illegal or unauthorized purpose nor may you, in the use of the Services, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms of Service will result in immediate termination of your access to the Services.

SECTION 2 – GENERAL CONDITIONS

React reserves the right to refuse the Services to anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Services, use of the Services, or access to the Services or any contact on the website through which the Services are provided, without express written permission by React.

The headings used in these Terms of Service are included for convenience only and will not limit or otherwise affect these Terms of Service.

SECTION 3 – ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

React is not responsible if information made available is not accurate, complete or current. The material is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. React reserves the right to modify the content of this site at any time, but has no obligation to update any information on the site at any time or for any reason.

SECTION 4 – MODIFICATIONS TO THE SERVICE AND PRICES

React reserves the right at any time to modify or discontinue the Services (or any part or content thereof) without notice.

React shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Services.

SECTION 5 – OPTIONAL TOOLS

React may provide you with access to third-party tools. React does not monitor, exercise any control over, or provide any input to any of these third-party tools.

React provides access to such tools “as is” and “as available” without any warranties, representations or conditions of any kind and without any endorsement. React bears no liability whatsoever arising from, or relating to, your use of optional third-party tools via our Services. Such use is entirely at your own risk and discretion. You should

ensure that you are familiar with, approve of, and abide by the terms of service on which tools are provided by the relevant third-party provider(s).

React may, in the future, offer additional services and/or features not currently available via the Services. Use of such new services and/or features shall be subject to these Terms of Service.

SECTION 6 – THIRD-PARTY LINKS

Certain content, products and services available via the Services may include materials from third-parties.

Third-party links may direct you to third-party websites that are not affiliated with React. React is not responsible for examining or evaluating the content or accuracy of those websites, and does not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

React is not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

SECTION 7 – USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, “comments”), you agree that React may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. React is not now, or in the future, under any obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

React may, but has no obligation to, monitor, edit or remove content that React determines, in its sole discretion may be considered offensive, inappropriate or otherwise objectionable, or violates any party’s intellectual property or these Terms of Service.

Your comments must not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. Your comments

must not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Services or any related website(s). You must not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and for their accuracy. React assumes no responsibility or liability for any comments posted by you or any third-party.

SECTION 8 – PROHIBITED ACTIVITIES

As a user of our services, whether on the website or mobile app, it is prohibited to engage in the following activities:

- Systematically retrieve data or other content from the website or services to create or compile, directly or indirectly, a collection, compilation, database, or directory without our written permission;
- Trick, defraud, or mislead other users or us, especially in any attempt to learn sensitive account information such as user passwords;
- Circumvent, disable, or otherwise interfere with security-related features of the website or services, including those that restrict the copying of content or protected marks;
- Disparage, tarnish, or otherwise harm the company, website, mobile app, or any other platforms where the services are offered;
- Use any information obtained from the website or the service to harass, abuse, or harm another person or group of people;
- Make improper use of our support services, specifically our customer service representatives, or make false reports of abuse or misconduct;
- Use the website or services in a manner that is inconsistent with its intended use or against any applicable laws;
- Engage in spamming, linking, or referring to other websites for commercial or other purposes;
- Upload or transmit, or the attempt of such act, viruses, trojan horses, or other damaging or improper material, including the spamming or continuous posting of repetitive text, that has the potential to interfere, modify, impair, disrupt, alter, or interfere with another user's experience with the website or its features, functions, operations, or maintenance;

- Attempting any unauthorized automated use of the website, such as using scripts to send comments and messages, or using mining tools with the intention of gathering, injecting, or extracting data;
- Deleting copyrights, trademarks, disclaimers, or any other marks from the website or its content;
- Impersonating another user or person by use of a username, e-mail, personal name, or in any other manner;
- Upload or transmit, or the attempt of such act, any material that acts as a passive or active information collection or transmission mechanism, including, without limitation, clear graphics interchange formats ("gifs"), 1x1 pixels, web bugs, cookies, or other similar devices, also known as "spyware," "passive collection mechanisms" or "PCM;"
- Interfering with, disrupting, or creating an undue burden on the website, services, networks, and other connections;
- Harassing, annoying, intimidating, or threatening any of the other users, employees, agents, contractors, or any other individual affiliated with the company;
- Disabling or attempting to disable restrictions implemented by the website that prohibits access to certain areas;
- Copying or adapting the software of the website, including but not limited to Flash, PHP, HTML, JavaScript, or other code;
- Deciphering, decompiling, disassembling, or reverse engineering any of the software on the website;
- Except as may be the result of a standard search engine or internet browser usage, to use, launch, develop, or distribute any automated system, including, without limitation, any crawlable spider, robot or bots, cheat utility, scraper, or offline reader that accessed the website or services, or using or launching any unauthorized script or other software;
- Using a buying or purchasing agent to make purchases on the website;
- Making any unauthorized use of the website or the services, such as collecting usernames, e-mail addresses, or personal names of users by electronic or other means to send unsolicited e-mails or create user accounts by automated means or under false pretenses;

- Using the website or services as part of any effort to compete with us or otherwise using the website, services, marks, content, data, or any part thereof for any revenue-generating endeavor, commercial purpose, or personal benefit;
- Using the website or services to advertise or offer to sell goods or other services; and
- Selling your user profile or account on the website.

SECTION 9 – PERSONAL INFORMATION

Your submission of personal information via the Services is governed by a separate Privacy Policy. To view the Privacy Policy, visit www.react.win/privacy.

The privacy policy discloses details and discloses your privacy rights and protections under applicable laws. It is advised to read our privacy policy prior to accessing the website or its services.

a. Minors (under the age of 18).

If any user is a minor in the jurisdiction where they reside, they must obtain permission from their parent or guardian to use the website. If a minor accesses the website, it is assumed that their parent or guardian has read and agrees to this Agreement and has given permission to the minor to use the website.

b. Children (under the age of 13).

If any user is a child under the age of thirteen (13) years and from the United States, it is assumed that they have obtained permission and verifiable parental consent to use the website. Furthermore, this Agreement allows the protections mentioned under the Children’s Online Privacy Protection, specifically, 15 U.S. Code § 6502.

We do not claim that the website's content is appropriate or suitable for you or any visitor. No information, data, or information provided on the website is intended for distribution or use in any location where such usage is prohibited or is contrary to any law or regulation which would subject the Company to legal liability of any type. Any such access or use of the website is to be utilized on your own initiative, and you are solely responsible for any legal compliance.

Any supplemental amendments or documents on the website following the effective date of this Agreement are to be considered expressly incorporated into this Agreement.

We maintain the right to store certain data that you have transmitted by the use of the website or any of our services. You are solely responsible for the data you transmit and how it relates to any activity you have undertaken when using the website and any of its services. Therefore, you agree that we have no liability to you for any loss, breach, or corruption of any data and hereby waive any right of action against us that may or may not arise from such loss, breach, or corruption.

SECTION 10 – MOBILE APPLICATION LICENSE

If a proprietary mobile application is offered in connection to the services offered on the website (“mobile app”), the following will apply:

- a. **Use License.** We grant you a revocable, nonexclusive, non-transferable, and limited license to install and use the mobile app to access the website and its services. Under such license, you agree that it is prohibited to conduct the following:
- Except as permitted by applicable law, to decompile, reverse engineer, disassemble, attempt to derive source code, or decrypt any part of the mobile app;
 - Make any modification, adaptation, improvement, enhancement, translation, or derivative work from the mobile app;
 - Violate any applicable laws or regulations in connection with your use or access to the mobile app;
 - Remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) posted by us or the licensors of the mobile app;
 - Use the mobile app for any revenue-generating endeavor, commercial enterprise, or other purposes for which it is not designed or intended;
 - Allow the mobile app to be available over a network or other environment that permits access or use by multiple devices or users at the same time;
 - Use the mobile app for creating a product, service, or software that is, directly or indirectly, competitive with or in any way a substitute for the mobile app;
 - Use the mobile app to send automated queries to any other website or application for unsolicited use, commercial or non-commercial; and
 - Use any proprietary information provided by or through the use of the mobile app for the design, development, licensure, or distribution of any other applications, accessories, or other devices for use with the mobile app.
- b. **Apple and Android Devices.** When using the mobile app on an Apple or Android device (“mobile platform”), the following will apply:

- The license granted to you when using the mobile app is limited to a non-transferable license on a device that utilizes either of the mobile platforms, as applicable, in accordance with the usage rules set forth in the applicable mobile platform’s terms of service and any other applicable documents;
- It is known that we are responsible for providing any maintenance and support services with respect to the mobile app in regard to updates made by the mobile platform and in its day-to-day use;
- Any refund requests made by you from purchases made on the mobile app must be requested on the mobile platform in accordance with its refund policy. We cannot, on the website, assist in any refund request for payments made on the mobile app;
- If the jurisdiction or governing law of the company or mobile app is located in the United States, you verify that:
 - You are not located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a “terrorist supporting” country; or
 - You are not listed on any U.S. government list of prohibited or restricted parties;
- You must comply with applicable 3rd party agreements that are used in combination with your wireless plan, network connection, or any other data service or device agreement; and
- You acknowledge that the mobile platforms used in connection with the mobile app are 3rd party beneficiaries in regard to this Agreement and that each mobile platform will have the right to enforce its terms and conditions regarding your access and activities when using the mobile app.

SECTION II - ERRORS, INACCURACIES AND OMISSIONS

Occasionally, and despite React’s best efforts, the Services may contain typographical errors, inaccuracies or omissions. React reserves the right to correct any errors, inaccuracies or omissions, and to change or update information any time without prior notice.

React undertakes no obligation to update, amend or clarify information in the Services, or on any related website, except as required by law. No specified update or refresh date applied in the Services or on any related website, should be taken to indicate that all information in the Services, or on any related website, has been modified or updated.

SECTION 12 – PROHIBITED USES

In addition to other prohibitions as set forth here, you are prohibited from using the Services: (a) for any unlawful purpose or act; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate React’s intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Services or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Services or any related website, other websites, or the Internet. React reserves the right to terminate your use of the Services or any related website for violating any of the prohibited uses.

SECTION 13 – DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

React does not guarantee, represent or warrant that your use of the Services will be uninterrupted, timely, secure or error-free.

React does not warrant that the results that may be obtained from the use of the Services will be accurate or reliable.

React may from time to time remove the Services for indefinite periods of time or cancel the Services at any time, and without notice.

Your use of, or inability to use, the Services is at your sole risk. The Services are provided “as is” and “as available” for your use, without any representations, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall React, its directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, 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 the

Services, or for any other claim related in any way to your use of the Services, 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 Services or any content posted, transmitted, or otherwise made available via the Services. Because some states or jurisdictions do not allow the exclusion or the limitations of liability for consequential or incidental damages, in such states or jurisdictions, React's liability shall be limited to the maximum extent permitted by law.

SECTION 14 - INDEMNIFICATION

Users agree to indemnify, defend and hold harmless React and its parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, from any claim or demand, including reasonable attorneys' fees, made by any third-party due to, or arising from, your breach of these Terms of Service., or your violation of any law or the rights of a third-party.

SECTION 15 - SEVERABILITY

In the event that any provision of these Terms of Service 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.

SECTION 16 - TERMINATION

Your obligations under these Terms of Service shall survive the termination of your use of the Services for all purposes.

SECTION 17 - ENTIRE AGREEMENT

The failure of React to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by React in respect to the Services constitutes the entire agreement and understanding between any User and React and govern your use of the Services, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and React (including, but not limited to, any prior versions of the Terms of Service).

Any alleged ambiguities in the interpretation of these Terms of Service shall not be construed against React.

SECTION 18 - GOVERNING LAW

These Terms of Service shall be governed by and construed in accordance with the laws of Pinellas County, Florida, United States.

SECTION 19 - CONTACT INFORMATION

Questions about the Terms of Service should be sent to us at info@react.net.

Last Updated February 13, 2025