

RAINBOW TERMS OF SERVICE

Last Updated and Effective Date: October 10, 2022

Welcome to Rainbow!

Welcome to Rainbow! These terms of service, together with any documents they expressly incorporate by reference (collectively, the “Terms”) constitute a legally binding agreement between you, whether personally or on behalf of an entity, your heirs, assigns, and successors (collectively, “you” or “your”) and Rainbow MGA Insurance Agency, Inc., a Delaware corporation (“Rainbow”, “we”, “us”, or “our”) governing your access to and use of the userainbow.com website (the “Site”), or any sub-domains of the Site, including any content, functionality and services offered on or through the Site, or remotely through any Rainbow applications (collectively, the “Services”).

PLEASE CAREFULLY READ THESE TERMS, INCLUDING THE SECTION RELATING TO THE ARBITRATION AGREEMENT, CLASS ACTION WAIVER AND WAIVER OF JURY TRIAL, SINCE THEY AFFECT YOUR LEGAL RIGHTS.

Changes to these Terms

We may revise and update these Terms from time to time for any reason at our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Site and the Services thereafter. Your continued use of the Site and the Services following the posting of revised Terms means that you accept and agree to the changes. As we will be continually improving the Site and the Services and adding more features, you are expected to check this page each time you access the Site and the Services so you are aware of any changes, as they are binding on you.

Use of the Site and the Services

By using the Site and the Services, you agree to be bound and abide by these Terms and our [Privacy Policy](#), which is incorporated herein by reference. You also represent that you are of legal age to form a binding contract with us and are not barred under any applicable laws from doing so and that you have the authority to enter into these Terms personally and, if applicable, on behalf of any organization on whose behalf you have created an account and to bind such organization to these Terms. If you do not meet these requirements, you must not access or use the Site or the Services.

We reserve the right, in our sole discretion and without notice to you, to revise the Site and the Services and to change, suspend or discontinue any aspect of the Site and the Services and we will not be liable to you or to any third party for doing so. You are responsible for making all arrangements necessary for you to have access to the Site and the Services (e.g., providing your own equipment and internet connection and paying any internet access fees). We may also impose rules for and limits on the use of the Site and the Services or restrict your access to part, or all, of the Site and the Services without notice or penalty. Your continued use of the Site and the Services will constitute your acceptance of any such changes.

Registering and Eligibility to Use the Services

You may be required to register for an account to use parts of the Services. You must provide accurate, current, and complete information during the registration process and at all other times when you use the Services, and to update the information to keep it accurate, current, and complete. You are the sole authorized user of any account you create through the Services. You are solely and fully responsible for all activities that occur under your password or account. You agree that you shall monitor your account to prevent use by minors, and you will accept full responsibility for any unauthorized use of your password or your account. You may not authorize others to use your accounts, and you may not assign or otherwise transfer your account to any other person or entity. Should you suspect that any unauthorized party may be using your password or account, you will notify us immediately. Rainbow will not be liable and you may be liable for losses, damages, liability, expenses, and fees incurred by Rainbow or a third party arising from someone else using your account, regardless of whether you have notified

us of such unauthorized use. If you provide any information that is untrue, inaccurate, not current, or incomplete, or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof).

When you register on the Site to use the Services, we may enable or require you to use a single pair of login credentials (“Credentials”). You are solely responsible for securely storing and safeguarding your Credentials and will immediately notify Rainbow of any unauthorized access to or use of your Credentials, including if they are leaked or stolen. You agree not to create an account or use the Services if you have been previously removed by Rainbow, or if you have been previously banned from use of the Services.

Privacy Policy

We care about data privacy and security. Please review our **Privacy Policy**. You agree that all information you provide to us, whether as part of your registration or through the Site or the Services or otherwise, as well as any data about you that we may obtain from third parties, whether publicly available or in exchange for remuneration, is in all cases governed by our **Privacy Policy**, and you consent to all actions we take with respect to your information consistent with our **Privacy Policy**.

Intellectual Property Rights

The Site and its entire contents, features and functionality (including but not limited to all information, software, code, algorithms, database, text, displays, images, video and audio, and the design, selection and arrangement thereof) are owned by Rainbow and its licensors and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. No right, title or interest in or to the Site or the Services or any content on the Site is transferred to you, and all rights not expressly granted are reserved by Rainbow. Any use of the Site or the Services not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark and other laws. You agree that you will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Site or the Services.

You are granted a limited, non-exclusive, non-transferable, revocable license to use the Site and the Services, subject to these Terms and in compliance with all applicable laws, rules and regulations and any agreements or terms with third parties to which you are subject.

The Rainbow name and logo and all related names, logos, product and service names, designs and slogans are trademarks and service marks of Rainbow or its affiliates or licensors (“Rainbow Marks”). Other names, logos, product and service names, designs and slogans that appear on the Site or the Services are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by us. Nothing in these Terms should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of the Rainbow Marks without our prior written permission in each instance. All goodwill generated from the use of Rainbow Marks will inure to our exclusive benefit.

Submission of Content

The Site and the Services available thereon enable you to submit, provide or upload content, including but not limited materials, data, text, music, sound, photos, videos, graphics, applications, code and other information or content (collectively, “User Content”) to Rainbow for the purpose of providing the Services. You acknowledge and agree that you are solely responsible for all User Content you submit, provide or upload and the consequences for submitting, providing or uploading it.

You agree that by uploading, or otherwise providing any User Content on or through the Site and/or the Services, you grant to Rainbow a perpetual, worldwide, non-exclusive, royalty-free license to use, reproduce, process, modify, perform, display, distribute and retain all or any portion of such User Content in connection with providing the Services to you, as well as for the purpose of enhancing and providing the Services to other users and to develop other products and services, including without limitation by aggregating statistical data and

analyzing such User Content. This license includes the right to host, index, cache or otherwise format your User Content for the foregoing purposes.

You represent and warrant that you own your User Content or have the necessary licenses, rights, consents and permissions to grant the license set forth herein and that its provision to Rainbow or Rainbow's use thereof will not violate the copyrights, privacy rights, publicity rights, trademark rights, contract rights or any other intellectual property rights or other rights of any person or entity.

You agree that Rainbow is not responsible for any violations of any third party intellectual property rights in any User Content that you submit to Rainbow. You agree to pay all royalties, fees and any other monies owing to any person by reason of the User Content uploaded, displayed or otherwise provided by you to the Site.

Unless otherwise explicitly stated herein or in Rainbow's **Privacy Policy**, User Content shall be considered non-confidential and Rainbow is under no obligation to treat such User Content as confidential. We may also disclose your User Content if required to do so by law or if we, in our sole discretion, hold the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable laws or government requests; (b) enforce these Terms; (c) respond to claims that any such User Content violates the rights of third parties; or (d) protect the rights, property, or personal safety of Rainbow, its users and the public.

Acceptable Use and Conduct:

You may use the Site and the Services only for lawful purposes and in accordance with these Terms. You agree not to use the Site or the Services in any way that violates any applicable federal, state, local or international law or regulation. You agree that you will not publish or make available any User Content that, or use the Site or Services in a manner that:

- infringes, violates or misappropriates any third party's intellectual property or proprietary rights;
- contains software viruses, Trojan horses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- is misleading, deceptive or fraudulent or otherwise illegal or promotes illegal activities, including engaging in phishing or otherwise obtaining financial or other personal information in a misleading manner or for fraudulent or misleading purposes;
- is libelous or defamatory, or that is otherwise threatening, abusive, violent, harassing, malicious or harmful to any person or entity, or is invasive of another's privacy;
- is harmful to minors in any way;
- is hateful or discriminatory based on race, color, sex, religion, nationality, ethnic or national origin, marital status, disability, sexual orientation or age or is otherwise objectionable, as reasonably determined by Rainbow;
- impersonates a Rainbow employee, or any other person, or falsely states or otherwise misrepresents your affiliation with any person or entity, or to obtain access to the Site or Services or a portion thereof without proper authorization;
- interferes or attempts to interfere with the proper working of the Site or Services or prevents others from using the Site or Services, or in a manner that disrupts the normal flow of dialogue with an excessive number of messages (flooding attack) to the Site, or that otherwise negatively affects other persons' ability to use the Site or Services;
- uses any manual or automated means, including agents, robots, scripts, or spiders, to monitor or copy the Site or Services or the content contained therein;
- facilitates the unlawful distribution of copyrighted User Content;
- except as expressly permitted by Rainbow, licenses, sublicenses, rents or leases the Services to third parties, or uses the Services for third party training, commercial time-sharing or service bureau use;
- includes personal or identifying information about another person in a manner that employs misleading email or IP addresses, or forged headers or otherwise manipulated identifiers in order to disguise the origin of User Content transmitted through the Site or Services to users;
- constitutes or contains any form of advertising or solicitation to users who have requested not to be contacted about other services, products or commercial interests;
- stalks or otherwise harasses anyone on the Site or using the Services or with information obtained from the Site or Services;

- collects, uses or discloses data, including personal information, about users without their informed consent or for unlawful purposes or in violation of applicable law or regulations;
- requests, solicits or otherwise obtains access to usernames, passwords or other authentication credentials from any user of the Site or Services for the purposes of automating logins to the Site;
- attempts to gain unauthorized access to the computer systems of Rainbow or engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of the Site or Services;
- posts adult or pornographic User Content;
- decompiles or reverse engineers or attempts to access the source code of the software underlying the Site, the Services or any other Rainbow technology;
- copies, archives, stores, reproduces, rearranges, modifies, downloads, uploads, creates derivative works from, displays, performs, publishes, distributes, redistributes or disseminates all or any part of the Site or Services;
- accesses the Site or Services for the purposes of building a product using similar ideas, features, functions, interface or graphics as those found in the Site or Services;
- accesses the Site or Services for the purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes; or
- accesses the Site to upload any User Content or computer code for the purposes of: (i) causing a breach or override of security to the Site or Services; (ii) interfering with the proper working, functionality or performance of the Site or Services; or (iii) preventing others from accessing or using the Site or Services.

Feedback

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Site or the Services (“Feedback”) provided by you to us are non-confidential and can be used by us without restriction other than as described in our [Privacy Policy](#).

Third-Party Websites And Content

The Site may permit you to link to other websites or resources on the Internet, and other websites or resources may contain links to the Site. These other websites are not under Rainbow’s control, and you acknowledge that Rainbow is not responsible or liable for any third party content, including but not limited to the accuracy, integrity, quality, usefulness, legality, appropriateness, safety or intellectual property rights of or relating to such third party content or any other aspect of such websites or resources. The inclusion of any such link does not imply endorsement by Rainbow or any association with its operators. Rainbow may receive remuneration for any third party products or services linked from its products or websites, and may track these clicks. We may also pass limited information via the URL (such as insured or claims information) to enhance the value of any third party service. You further acknowledge and agree that Rainbow will 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 such third party content, goods or services available on or through any such website or resource. Access and use of third party sites, including the information, material, products and services on third party sites or available through third party sites, is solely at your own risk.

Indemnification

You agree to indemnify and hold harmless Rainbow and its officers, directors, employees, agents and affiliates (each, an “Indemnified Party”), from and against any losses, claims, actions, costs, damages, penalties, fines and expenses, including without limitation attorneys’ fees and expenses, that may be incurred by an Indemnified Party arising out of, relating to or resulting from: (a) your User Content and Feedback; (b) your use of the Site or the Services; (c) your breach of these Terms or any representation, warranty or covenant in this Terms; (d) your violation, misappropriation or infringement of any rights of any third party; or (e) your violation of any applicable laws, rules or regulations through or related to the use of the Site or the Services. In the event of any claim, allegation, suit or proceeding alleging any matter potentially covered by the agreements in this section, you agree to pay for the defense of the Indemnified Party, including reasonable costs and attorneys’ fees incurred by the Indemnified Party. Rainbow reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Rainbow in asserting any available defenses. This provision does not require you to indemnify any Indemnified Party for any unconscionable commercial practice by such party, or for such party’s negligence, fraud, deception, false promise,

misrepresentation or concealment, suppression or omission of any material fact in connection with the Site or the Services. You agree that the provisions in this section will survive any termination of your account, these Terms, or your access to the Site and/or the Services.

Compliance

Rainbow is licensed as an insurance producer in the U.S. states and territories listed [here](#) and may act as a managing general agent for one or more insurance companies. Insurance coverage is available only to insureds in those states where Rainbow is licensed to transact insurance and holds a valid insurance company appointment, as required by applicable law. All coverages are subject to policy terms, conditions and exclusions.

Rainbow makes no representation that the products and services on the Site are appropriate or available for use outside of the states and territories listed. If you access the Services from other locations, you hereby acknowledge and agree that you are viewing the products and services on the Site for general informational purposes only.

Insurance Quotes

All pricing and quotes generated on the Site are based on the information you provide. Any quotes generated on the Site do not constitute a contract, a binder or agreement to extend, continue or renew insurance coverage. The coverage descriptions provided on the Site are general descriptions of insurance coverage products and services available through Rainbow and are not a statement of contract. Coverages and availability may vary by state or territory.

To obtain coverage, you or your agent must complete all of the steps on the Site and submit a final application through the Site or otherwise. If you buy a policy on or through the Site, you acknowledge and agree that you have reviewed the information included in your application and confirm it is accurate and complete. Any person who knowingly and with the intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals for the purposes of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects the person to criminal and civil penalties. All applications are subject to underwriting approval.

Disclaimer

YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE FULLEST EXTENT OF LAW, YOUR USE OF THE SITE AND THE SERVICES IS ENTIRELY AT YOUR OWN RISK. CHANGES ARE PERIODICALLY MADE TO THE SITE AND SERVICES AND MAY BE MADE AT ANY TIME WITHOUT NOTICE TO YOU. THE SITE AND THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. RAINBOW MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY, RELIABILITY, SECURITY, QUALITY, AVAILABILITY, COMPLETENESS OR TIMELINESS OF THE SITE OR THE SERVICES OR THE CONTENT MADE AVAILABLE THROUGH THE SITE OR THE SERVICES OR THAT ANY FEATURES OR ITEMS OBTAINED THROUGH THE SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

RAINBOW DOES NOT WARRANT THAT THE SITE OR THE SERVICES WILL OPERATE UNINTERRUPTED OR ERROR-FREE OR THAT THE SITE OR THE SERVICES ARE FREE OF COMPUTER VIRUSES AND OTHER HARMFUL MALWARE. IF YOUR USE OF THE SITE OR THE SERVICES RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, RAINBOW SHALL NOT BE RESPONSIBLE FOR THOSE COSTS.

Limitations of Liability

TO THE FULLEST EXTENT OF LAW, IN NO EVENT SHALL RAINBOW AND ITS AFFILIATES, NOR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS, BE LIABLE TO YOU OR ANYONE ELSE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING

PERSONAL INJURY, LOST PROFITS, PAIN AND SUFFERING, EMOTIONAL DISTRESS, AND LOSS OF DATA, REVENUE, USE AND ECONOMIC ADVANTAGE), EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF RAINBOW AND ITS AFFILIATES, NOR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS, EXCEED THE AMOUNT YOU PAID TO RAINBOW, IF ANY, IN THE PAST (6) MONTHS FOR THE SERVICES (OR PRODUCTS PURCHASED THROUGH THE SERVICES) GIVING RISE TO SUCH LIABILITY.

Geographic Restrictions

Rainbow is a U.S. company and the Services are based in the United States. We make no claims that the Site or Services or any of its content is accessible or appropriate outside of the United States. Access to the Site or Services may not be legal by certain persons or in certain countries. If you access the Site or Services from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Export Controls

You agree that you will not export or re-export, directly or indirectly, the Services and/or other information or materials provided by Rainbow hereunder, to any country for which the United States or any other relevant jurisdiction requires any export license or other governmental approval at the time of export without first obtaining such license or approval. In particular, but without limitation, the Services may not be exported or re-exported (a) into any U.S. embargoed countries or any country that has been designated by the U.S. Government as a "terrorist supporting" country, or (b) to anyone listed on any U.S. Government list of prohibited or restricted parties, including the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Services, you represent and warrant that you are not located in any such country or on any such list. You are responsible for and hereby agree to comply at your sole expense with all applicable United States export laws and regulations.

Termination

We may terminate your Rainbow account with immediate effect for any violation whatsoever of these Terms. In addition to suspending or terminating your access to the Site or the Service, Rainbow reserves the right to take appropriate legal action, including without limitation pursuing civil, criminal or injunctive redress. Even after your right to use the Site or the Services is terminated, these Terms will remain enforceable against you. All provisions which by their nature should survive to give effect to those provisions shall survive the termination of your Rainbow account or the termination of your right to use the Site or Services.

Governing Law and Venue

This Agreement is governed by the laws of the State of California consistent with the Federal Arbitration Act ("FAA"), without giving effect to any principles that provide for the application of the law of any other jurisdiction. To the extent the parties are permitted under these Terms to initiate litigation in a court, both you and Rainbow agree that all claims and disputes arising out of or relating to these Terms will be litigated exclusively in the state or federal courts located in the State of California. If the FAA is found to not apply to any issue that arises from or relates to the Arbitration Agreement, then that issue shall be resolved under and governed by the law of California. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

Arbitration and Class Action Waiver

PLEASE READ THE FOLLOWING SECTION CAREFULLY. IT REQUIRES YOU TO ARBITRATE DISPUTES WITH RAINBOW AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF. THIS SECTION WILL BE REFERRED TO AS THE "ARBITRATION AGREEMENT".

Any dispute relating in any way to your visit to, or use of, the Site or the Services, to the products you purchase through the Site or the Services, or to your relationship to Rainbow ("Claims") will be exclusively submitted to confidential and binding arbitration in San Francisco, California, including based on contract, tort (including

intentional tort), fraud, agency, your or our negligence, statutory or regulatory provisions, or any other sources of law; Claims made as counterclaims, cross-claims, third-party claims, interpleaders or otherwise; and Claims made independently or with other claims; provided, however, that to the extent that you have in any manner violated or threatened to violate our intellectual property rights, we may seek injunctive or other appropriate relief in any state or federal court in the State of California. For any Claim, you agree to first contact us at [email address] and attempt to resolve the dispute with us informally. In the unlikely event that we have not been able to resolve a Claim after sixty (60) days, we each agree to resolve any Claim exclusively through binding arbitration as set forth herein. The party filing arbitration must submit Claims to the American Arbitration Association and follow its rules and procedures for initiating and pursuing arbitration. Any arbitration hearing that you attend will be held at a place chosen by the American Arbitration Association in the same city as the U.S. District Court closest to your then current residential address, or at some other place to which you and Rainbow agree in writing, and the arbitrator shall apply California law consistent with the Federal Arbitration Act.

WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED THE SITE OR SERVICE FOR PERSONAL, COMMERCIAL OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AND RAINBOW AGREE THAT THE ARBITRATOR MAY AWARD RELIEF ONLY TO AN INDIVIDUAL CLAIMANT AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF ON YOUR INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED MAY NOT AFFECT OTHER RAINBOW USERS. YOU AND RAINBOW FURTHER AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND RAINBOW ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO BRING, JOIN, OR PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND AS A PLAINTIFF OR CLASS MEMBER.

A single, neutral arbitrator will resolve Claims. The arbitrator will be either a lawyer with at least ten (10) years' experience or a retired or former judge, selected in accordance with the rules of the American Arbitration Association. The arbitration will follow the procedures and rules of the American Arbitration Association which are in effect on the date the arbitration is filed unless those procedures and rules are inconsistent with these Terms, in which case these Terms will prevail. You may obtain copies of the current rules, and forms and instructions for initiating arbitration by contacting the American Arbitration Association at www.adr.org. Those procedures and rules may limit the discovery available to you or us. The arbitrator will take reasonable steps to protect your customer account information and other confidential information if requested to do so by you or us. Each party to the arbitration will bear the expense of that party's attorneys, experts, and witnesses, and other expenses, regardless of which party prevails, but a party may recover any or all expenses from another party if the arbitrator, applying applicable law, so determines. The arbitrator's award is final and binding on the parties.

ANY CLAIM YOU HAVE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE DATE THE CLAIM ARISES. AS NOTED ABOVE, YOU AND RAINBOW HEREBY VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT EITHER MAY HAVE TO A JURY TRIAL.

You may opt out of this Arbitration Agreement. If you do so, neither you nor Rainbow can force the other to arbitrate as a result of this Agreement. To opt out, you must notify Rainbow in writing no later than 30 days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, your Rainbow username (if any), the email address you used to set up your Rainbow account (if you have one), and a CLEAR statement that you want to opt out of this Arbitration Agreement. You must send your opt-out notice to: privacy@userainbow.com. If you opt out of this Arbitration Agreement, all other parts of these Terms will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may have entered into with us or may enter into in the future with us.

If this Arbitration Agreement is found to be void, unenforceable, or unlawful, in whole or in part, the void, unenforceable, or unlawful provision, in whole or in part, shall be severed. Severance of the void, unenforceable, or unlawful provision, in whole or in part, shall have no impact on the remaining provisions of the Arbitration Agreement, which shall remain in force, or the parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to the Arbitration Agreement. Notwithstanding the foregoing, if the Class Action/Jury

Trial Waiver is found to be void, unenforceable, or unlawful, in whole or in part, because it would prevent you from seeking public injunctive relief, then any dispute regarding the entitlement to such relief (and only that relief) must be severed from arbitration and may be litigated in a civil court of competent jurisdiction. All other claims for relief subject to arbitration under this Arbitration Agreement shall be arbitrated under its terms, and the parties agree that litigation of any dispute regarding the entitlement to public injunctive relief shall be stayed pending the outcome of any individual claims in arbitration.

This Arbitration Agreement will survive any termination of your relationship with Rainbow.

Miscellaneous

These Terms and any policies or operating rules posted by us on the Site or in respect to the Site constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. These Terms operate to the fullest extent permissible by law. You may not assign any of your rights in these Terms, and any such attempt is void but we may assign any or all of our rights and obligations to others at any time. If any provision or part of a provision of these Terms is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms or use of the Site or the Services.

Contact

Please contact us at privacy@userainbow.com with any questions regarding this Agreement.