

# RISA ONLINE TERMS OF SALE

As of 3 February 2023

**PLEASE READ THIS DOCUMENT CAREFULLY! IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS, WITH RESPECT TO THE TRANSACTION(S) OCCURRING ON RISA'S CUSTOMER PORTAL.**

**THESE TERMS OF SALE REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.**

**PLEASE REVIEW THESE TERMS OF SALE IN THEIR ENTIRETY BEFORE ENTERING INTO ANY TRANSACTION ON OUR CUSTOMER PORTAL. YOU MAY NOT ORDER OR OBTAIN PRODUCTS OR SERVICES FROM THIS CUSTOMER PORTAL UNLESS AND UNTIL YOU: (A) AGREE TO THESE TERMS OF SALE IN THEIR ENTIRETY; (B) ARE AT LEAST 18 YEARS OF AGE; (C) HAVE THE LEGAL AUTHORITY TO BIND THE ORGANIZATION THAT YOU REPRESENT, IF ANY, TO THESE TERMS OF SALE; AND (D) ARE NOT PROHIBITED FROM ACCESS OR USING THIS CUSTOMER PORTAL OR ANY OF THIS CUSTOMER PORTAL'S CONTENTS, GOODS, OR SERVICES BY ANY APPLICABLE LAW, RULES OR REGULATION.**

## **A. Overview and General Provisions**

1. These terms and conditions of sale (the "Terms of Sale") apply to your purchase of RISA's Software and Services through RISA's Customer Portal.
2. These Terms of Sale are subject to change at any time without prior written notice. The most recent version of these Terms of Sale shall be posted for your review on RISA's website. Please review these Terms of Sale in their entirety prior to engaging in any transaction on the Customer Portal. Your continued use of the Customer Portal after any posting of updated Terms of Sale (which shall be dated as of their most recent update) shall constitute your acceptance of and agreement to any changes therein made.
3. These Terms of Sale are only available in English. Any translations of these Terms of Sale that may be available are non-binding and informational only.
4. If you have purchased Software and/or Services from a third party reseller, these Terms of Sale do not apply to you and you should refer to the terms and conditions of sale of the relevant reseller.
5. You must be 18 years of age or older to license Software and/or purchase of Services from the Customer Portal.
6. You agree to these Terms of Sale by placing your order. If you refuse to accept these Terms of Sale, do not order Software or Services from the Customer Portal. If you have already placed your order and no longer want to be bound by these Terms of Sale then you must either promptly cancel your order or return your purchase in accordance with RISA's return policy for that particular Software or Service.
7. We recommend that you print a copy of these Terms of Sale or save a copy to your computer for future reference after placing an order.
8. **This is a binding agreement.** These Terms of Sale may NOT be altered, supplemented or amended by any other document unless the new document is signed by both you and RISA.

## **B. Definitions**

1. **“RISA”** refers to RISA Tech, Inc. a Delaware corporation, located at 27442 Portola Parkway, Suite 200, Foothill Ranch, California 92610.
2. **“EULA”** means the end user license agreement that accompanies each copy of the Software and that is available at [www.risa.com/eula](http://www.risa.com/eula) as updated from time to time in RISA’s sole discretion.
3. **“Receipt”** means the email confirmation sent to you confirming our acceptance of your order and dispatch of the Software.
4. **“Services”** mean any and all subscription based services that operate in conjunction with our Software as well as training, consulting and other professional services that may be offered by RISA from time to time.
5. **“Software”** means a downloadable (or web-based) software application that is licensed to you subject to the applicable end-user license agreement, delivered to your computer via the internet, and described in your order confirmation, and Receipt (each delivered by email to the email address provided by you to RISA).
6. **“Website”** means the website operated by RISA and located at the URL: [www.RISA.com](http://www.RISA.com).
7. **“Customer Portal”** means the online store operated by RISA located at the URL: <https://portal.risa.com>.

## **C. Online Orders and Process**

1. **Orders:** When placing an order on the Customer Portal, you are effectively offering to purchase the Software and/or Services you have selected. RISA reserves the right to accept or reject any order in our own discretion. RISA reserves the right to cancel any order at any time, even if such order was previously accepted by us (as evidenced by a confirming email).
2. **Placing an Order:** Upon placing an order, you will receive (A) an onscreen confirmation, which we suggest you print for your records, (B) an email with download and/or access instructions, and (C) a Receipt via e-mail acknowledging the order and providing registration, download and/or installation and/or access instructions.
3. **Canceling or Modifying an Order:** To cancel or modify your order, you must contact RISA via email at [info@risa.com](mailto:info@risa.com).
4. **Delivery:** Software is delivered by internet download to your computer, which requires installation and online access, including user name and password.

## **D. Prices**

1. **USD Only.** Prices offered on the Customer Portal are in U.S. dollars only. The price paid is as reflected on your Receipt.
2. **Taxes.** Prices displayed on the Customer Portal do not include sales, use or other tax or duties, if applicable, which will be added to your total invoice price and provided to you both before you place your order and in your Receipt. You are responsible for any federal, state and local taxes that may apply to your order.
3. Prices and configurations advertised on the Customer Portal are subject to change without notice or obligation prior to acceptance of your order.
4. RISA strives to communicate accurate pricing and product information but will not be held responsible for any pricing, typographical or other errors in such communications. If RISA discovers a pricing error, we will notify you at the email address provided by you. Changes to pricing will not affect any order which we have confirmed with a Purchase Receipt.
5. The final, total price, including any applicable taxes, will be stated on your Receipt.

**E. Payment Terms**

1. Payment may be made using a valid credit or debit card. Your credit card will be charged immediately following the onscreen purchase confirmation. For customers with auto-renewal turned on, your credit card will be charged on the renewal date listed in the Customer Portal.
2. You represent and warrant that you have the full right and authority to make such purchase in the manner elected without violating any applicable law, rule, or regulation.

**F. Return Policy**

1. RISA will not accept the return of any Software that you purchased from a third party.
2. Annual subscriptions may be canceled within five (5) days of the date of purchase for a full refund.
3. Monthly subscriptions may be canceled within twenty-four (24) hours of the date of purchase for a full refund.
4. **ALL cancelations** must be requested in writing by sending an email to RISA at [info@risa.com](mailto:info@risa.com) within the time periods set forth above.
5. After each time period referenced above expires (5 days, 24 hours) no refunds will be given.

**G. Limited Warranty; Disclaimer of Warranties**

1. The Software and Services are sold 'as is' without warranty of any kind except as may be provided in the applicable EULA as updated and amended from time to time by RISA.
2. You represent and warrant to RISA as follows: (a) that you have the right to enter any transaction contemplated for hereby without violating these Terms of Sale, any applicable law, rule, or regulation, and/or any agreement with, or rights of, any third party; (b) that you will use the Software and/or Services provided hereunder exactly as authorized and never in any way that would violate any applicable law or third party right of any kind; and (c) that you are licensing Software and or purchasing Services from the Customer Portal solely for your own use, and not for resale or export.
3. **Purchases may not be resold or exported.** Your purchase is for your own use, not for resale or export. Your purchase may not be sold, leased, or transferred to restricted countries, restricted end users, or for restricted end uses according to U.S. export and sanctions laws.

**H. Privacy Policy and Website Terms of Use.** Please review our [Privacy Policy](#) and Website Terms of Use. The Privacy Policy governs RISA's collection, processing and use of Personal Information that we collect from you through the use of our Website, Customer Portal, Software and Services. The Website Terms of Use govern your use of our Website in general.

**I. Assignment.** RISA may assign or otherwise transfer any or all of its rights or obligations hereunder, in whole or in part, to any third party in its sole discretion. You may not assign any of your rights or delegate any of your duties hereunder at any time without our prior written consent in each instance, and any attempt to do so shall be null and void.

**J. Partial Invalidity.** In the event that any part or portion of these Terms of Sale are deemed to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

**K. Notices.** RISA may provide notices hereunder to you by: (i) email; (ii) regular mail; or (iii) posting them on the Website. You shall be responsible for ensuring that you have provided us with your

current email and mailing addresses. You can contact us at any time by any of the following means: (a) personal delivery, overnight courier, or registered or certified mail to: RISA Tech, Inc., at 27442 Portola Parkway, Suite 200, Foothill Ranch, California 92610; or (b) email to info@risa.com.

**L. Governing Law; Disputes**

1. **Governing Law.** You agree that all matters relating to your access to or use of the Website and Customer Portal, including any sales or licenses there-under, any claim and all disputes (whether in contract, tort or otherwise), will be governed by the laws of the State of California without regard to its conflicts of laws provisions.
2. **Time Limitation to Bring A Claim.** Any claim under these Terms of Sale must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred. No recovery may be sought or received for damages other than out-of-pocket expenses, except that the prevailing party will be entitled to costs and attorneys' fees.
3. **Dispute Resolution.** In the event of any dispute between you and RISA arising out of or in connection with your use of the Website and/or Customer Portal, we each agree to attempt, promptly and in good faith, to resolve any such dispute. If we are unable to resolve any such dispute within thirty (30) days, then either party may submit such dispute to mediation. **IF THE DISPUTE CANNOT BE RESOLVED THROUGH MEDIATION, THEN THE PARTIES AGREE TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.**
4. **Arbitration.** **ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT, INJUNCTIVE AND EQUITABLE CLAIMS) BETWEEN YOU AND RISA,** its agents, employees, successors, assigns, direct and indirect subsidiaries, and any third party providing any Software or Services to you in connection with your purchase arising from or relating in any way to your license of Software or purchase of Services, these Terms of Sale, its interpretation or the breach, termination or validity thereof, the relationships which result from this agreement (including relationships with third parties who are not signatories to this Agreement), RISA's advertising or any related purchase **SHALL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION.** The arbitrator shall have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this arbitration provision including any unconscionability challenge or any other challenge that the arbitration provision or the Agreement is void, voidable or otherwise invalid. The arbitration shall be administered by the American Arbitration Association (AAA) or JAMS (or a substitute forum if both are unavailable). Arbitration proceedings shall be governed by this provision and the applicable procedures of the selected arbitration administrator, including any applicable procedures for consumer-related disputes, in effect at the time the claim is filed. Consumer claimants (individuals whose transaction is intended for personal, family or household use) may elect to pursue their claims in small-claims court rather than arbitration. The arbitration or small-claims court proceeding will be limited solely to the customer's individual dispute or controversy. You agree to an arbitration on an individual basis. In any dispute, **NEITHER YOU NOR RISA SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS, OR ARBITRATE OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.** If any provision of this arbitration

clause is found unenforceable, the unenforceable provision shall be severed and the remaining arbitration terms shall be enforced (but in no case shall there be a class arbitration. The arbitrator shall be empowered to grant whatever relief would be available in court under law or in equity. This transaction shall be governed by the Federal Arbitration Act 9 U.S.C. sec. 1-16 (FAA). Any award of the arbitrator(s) shall be final and binding on each of the parties, and may be entered as a judgment in any court of competent jurisdiction. The arbitrator may award reasonable fees under the standards for fee shifting provided by law. Information on AAA or JAMS and their applicable rules are available at the following numbers and URLs: American Arbitration Association, (800) 778-7879, [www.adr.org](http://www.adr.org); JAMS, (800) 352-5267, [www.jamsadr.com](http://www.jamsadr.com).

**M. Entire Agreement.** These Terms of Sale, any communications and/or instructions that RISA provides to you relating to the Software and/or Services, the applicable EULA, the Website Terms of Use and RISA's Privacy Policy, shall, collectively, be deemed a final and integrated agreement between you and us with respect to the subject matter hereof.

**N. Contact Us.** If you have any questions about your order, please email us at [info@risa.com](mailto:info@risa.com).