#### TERMS AND CONDITIONS OF SERVICE

This Agreement describes the terms and conditions applicable to your use of all services from LetsGo' (LetsGo) websites. You acknowledge that you have read, understood, and agree to be bound by all the terms and conditions of this Agreement as well as any additional rules or policies that are or may be published by LetsGo in the future. This Agreement in addition to any other rules and policies, make up the complete and exclusive Agreement between you and LetsGo regarding your use of their services, and supersedes and governs all prior proposals, agreements, or other communications. LetsGo shall not be liable for any cost, damage or tax arising either directly or indirectly from any LetsGo transaction.

# MODIFICATION OF THESE TERMS AND CONDITIONS OF SERVICE

LetsGo reserves the right to change the terms, conditions, and notices under which this site is offered, including but not limited to any charges associated with the use of this website. Unless otherwise stated, all amendments will be effective immediately upon posting on this website. These terms and conditions may not be amended except in writing and signed by both parties.

#### APPLICABLE LAW

These Terms and Conditions of Service are governed by and construed in accordance with the laws of the State of Delaware, U.S.A., excluding its conflict of law rules. You expressly agree that the exclusive jurisdiction for any claim or action arising out of or relating to these Terms and Conditions of Service or use of the LetsGo website shall be Delaware Civil Code.

# **DEFINITION OF TERMS**

"Website" – The websites <u>letsgo.cr</u> contain the specific prices and charges, service descriptions and other terms and conditions not set forth here that apply to LetsGo service.

#### **ELIGIBILITY**

You can only use the website if you are over 18 years old and can sign a binding contract with LetsGo, and are not prohibited from using the website in accordance with applicable laws. Game content may contain other age restrictions; you can access the game content at least the minimum age listed in the game content (or obtain proper parental consent to access or use the game content). Any assistance provided by a parent or guardian to users under the age of 13 in accessing the website or game center (including the use of a computer, Internet connection and/ or facilities) requires the parent or guardian to take full responsibility for any responsibilities.

**Right to Refuse Service.** LetsGo reserves the right to refuse access. We reserve the right to, in our sole discretion, temporarily suspend or deactivate your account, or to permanently close your account. We also reserve the right to refuse service to anyone, for any reason, and at any time. To be an eligible user of LetsGo's services you must provide to LetsGo your name and telephone

number. Your account will be terminated immediately without prior notice if you knowingly provide false information.

#### CALL DETAIL RECORDS

The customer agrees that LetsGo's message/text records are conclusive evidence of the customer's use of its services and the charges payable. The customer accepts the use of the LetsGo platform by any person from the telephone number(s) registered to the customer. Customers are advised not to disclose their account information to any third party service providers for similar services obtained by the customer. The customer is solely responsible for all third party providers bills for their use of services

# MISUSE OF YOUR ACCOUNT

By accepting service from LetsGo you agree not to misuse or engage in any illegal or unauthorized activity and that LetsGo may terminate or suspend your account and status as a registered-user if you do.

As a customer of LetsGo communication services you may not:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, or illegal material and information
- Upload files that contain software or other material protected by intellectual property laws unless you own or control the rights thereto or have received consent
- Upload files that contain viruses, corrupted files, or any other similar software or programs.

#### CONSENT TO RECEIVE SMS TEXT MESSAGES

By "Opting In" to or using LetsGo "Text Message Service" (both terms defined below), you accept these Terms & Conditions and agree to resolve disputes with LetsGo through binding arbitration (and with very limited exceptions, not in court), and you waive any right to participate in class actions, all as detailed in the "Disputes" section below.

# By Opting In to a Text Message Service:

You authorize LetsGo use autodialer or non-autodialer technology to send text messages to the cell phone number associated with your Opt-In (i.e., the number listed on the Opt-In form or instructions, or, the number on file for the account associated). You also authorize LetsGo to include marketing content in any such messages. You do not have to Opt In or agree to Opt In as a condition of purchase.

- You confirm that you are the subscriber to the relevant phone number or that you are the customary user of that number on a family or business plan and that you are authorized to Opt In.
- You confirm to receive SMS text messages for product promotions or services, purchase and sale of products, company news or other topics similar or related to the company, its management, and products, from LetsGo and its authorized agents.

Customers may decline to receive SMS text messages by written notice addressed to LetsGo.

# **DISPUTES**

Please read this "Disputes" section carefully. It affects rights that you may otherwise have. It provides for resolution of most disputes through arbitration instead of through court trials and class actions. Arbitration is final and binding and subject to only very limited review by a court. This arbitration clause shall survive termination of these Terms and Conditions.

- 1. **Binding Arbitration**. This provision is intended to be interpreted broadly to encompass all disputes or claims arising out of or relating to these Terms, your participation in the Text Service, or your relationship with LetsGo. Any dispute or claim arising out of or relating to these Terms, your access to or participation in the Text Service, or your relationship with LetsGo will be resolved by binding arbitration.
- 2. Arbitration Procedures. For all disputes, you must first send a written description of your claim to our Customer Service department to allow us an opportunity to resolve the dispute. You and we each agree to negotiate your claim in good faith. You may request arbitration if your claim or dispute cannot be resolved within 60 days. The arbitration of any dispute or claim shall be conducted in accordance with the rules of the American Arbitration Association ("AAA"), including the AAA's Consumer Arbitration Rules (as applicable), as modified by these Terms of Use. The AAA Rules and information about arbitration and fees are available online at <a href="www.adr.org">www.adr.org</a>. You and we agree that these Terms of Use evidence a transaction in interstate commerce and that this arbitration provision will be interpreted and enforced in accordance with the U.S. Federal Arbitration Act and federal arbitration law, and will not governed by state law. Any arbitration will be held in a reasonably convenient location in the state in which you reside or at another mutually agreed location. The arbitration will be conducted in the English language. An

arbitrator may award on an individual basis any relief that would be available in a court, including injunctive or declaratory relief to the extent required to satisfy your individual claim, and must follow and enforce these Terms of Use as a court would. Any arbitration shall be confidential, and neither you nor we may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcement of the arbitration award. Judgment on any arbitration award may be entered in any court having proper jurisdiction.

- 3. **Waive any right to a jury trial.** If for any reason a claim proceeds in court rather than in arbitration, we each waive any right to a jury trial, unless such waiver is unenforceable. This means that any claim would be decided by a judge, not a jury.
- 4. **Disputes will be individual.** We each agree that any dispute resolution proceedings of any nature or in any forum will be conducted only on an individual basis and not in a class, consolidated or representative action. This means that you may not purport to act on behalf of a class or any other person. Likewise, an arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.
- 5. **Costs of Arbitration.** Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules

### LINKS TO THIRD PARTY SITES

The LetsGo website may contain links to other websites ("Linked Sites"). The Linked Sites are not under our control and LetsGo is not responsible for the contents of the Linked Sites. The Linked Sites are provided to you only as a convenience, and the inclusion of any link does not imply endorsement by LetsGo of the site or any association with its operators. The costumers agree that it is his/her responsibility, as a user, to exercise caution and vigilance in accessing the links provided as they are not under the control of the company, nor is the company associated with them.

#### LIABILITY DISCLAIMER

The information, software, products, and services included in or available through the LetsGo website may include in accuracies or typographical errors and changes are periodically made to the information herein. LetsGo may make improvements and/or changes in the LetsGo website at any time without costumers permission.

LetsGo makes no representations about the suitability, reliability, availability, timeliness, and accuracy of the information, software, products, and services contained on the LetsGo website for any purpose. To the extent permitted by applicable law, all such information, software, products, and services are provided "as is" without warranty or condition of any kind. LetsGo, its employees and agents hereby disclaim all warranties and conditions regarding this information, software, products, services and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement.

To the maximum extent permitted by applicable law, in no event shall LetsGo and/or its agents or employees be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of this web site with the delay or inability to use the LetsGo web site or related services.

# **TAXES**

Customers are responsible for the payment of any taxes, whether federal, state, or local. You are responsible for any late filing penalties, late payment penalties and interest that we calculate and advise to you upon delivery of tax returns to you.

## INDEMNIFICATION

The Customer agrees to release, indemnify, defend and hold harmless LetsGo, its subsidiaries, affiliates, officers, directors, employees, agents and advisors, from and against any and all claims, liabilities, losses, expenses, damages, and costs (including reasonable attorney's fees) that arise from: (1) any violation of these Terms and Conditions of Service by you; (2) any violation of any rights of a third party by you; (3) any violation of applicable law; (4) information or content that you submit, post, transmit, or make available through the LetsGo website; or (5) your use of our website.

## ASSIGNMENT OF SERVICE

LetsGo reserves the right to assign all or part of our rights and duties under this agreement without notifying you. If LetsGo elects to make such an assignment, we will have no further obligations to you under these Terms and Conditions of service or in connection with your purchase or use of LetsGo products or services. The customer may not assign this agreement without LetsGo's prior written consent.

#### **EXPIRATION OF SERVICE**

Your account balance does not expire. However, if there are no calls made with the account for 12 months, the account will become dormant and LetsGo will stop providing service. Your account can be reactivated at any time by contacting LetsGo customer service.

# **SEVERABILITY**

If any of these provisions shall be deemed invalid, void, or for any reason unenforceable, that part shall be deemed severed and will not affect the validity and enforceability of any remaining provision.

If there are any questions regarding this documentolicy you may contact us using the information below.

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