

Terms and Conditions

Introduction

These terms are entered into by and between You and Roaa Company, Inc (“Rooa,” “we,” or “us”). The following terms and conditions (these “Terms”) govern your access to and use of the website and online services, including any content, functionality, and services offered on or through the www.rooa.us (collectively referred to as the “Product”).

Please read these Terms carefully before using the Product. By accessing or using the Product, you accept and agree to be bound and abide by these Terms. If you do not agree to these Terms, you may not access or use the Product.

These Terms govern the usage of the products and services offered by the Product. The provisions of any additional contracts entered into between You and Roaa shall supersede any conflicting provisions of these Terms in the event of any contradiction.

This Product is offered and available to users who are 13 years of age or older. By using this Product, you represent and warrant that you meet the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Product.

Pricing and Payment Terms

The Product requires a subscription fee payable in advance. The subscription choices are set forth below:

- \$3.99 per month;
- \$48.00 per year; or
- \$479.00 per 10 years.

The subscription fee will be automatically billed to the payment method you provide during sign-up on a recurring monthly basis. You may cancel your subscription at any time, but fees paid are non-refundable.

Modifications to the Terms

We may revise update these Terms from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access and use of the Product thereafter. It is Your obligation to periodically check these Terms for changes or updates. The date provided at the beginning of these Terms is the latest revision date. Your continued use of the Product following the posting of changes or updates will be considered notice of Your acceptance to abide by and be bound by these Terms. Your continued use of the Product after the posting of modified Terms constitutes your acceptance of the modified Terms. If you do not agree to the modified Terms, your only recourse is to stop using the Product.

Accessing the Product and Account Security

We reserve the right to withdraw or amend the Product, and any service or material we provide on the website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the website or Product is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the website, or the entire website, to users, including registered users.

You are responsible for both:

- Making all arrangements necessary for you to have access to the website and the Product.
- Ensuring that all persons who access the website or Product through your internet connection are aware of these Terms and comply with them.

To access the website, the Product, or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use that all the information you provide is correct, current, and complete. You agree that all information you provide to register with this website, the Product or otherwise, including, but not limited to, through the use of any interactive features, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Product or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security.

You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

The Product requires all users to verify their identity through a phone number, email address, or other identifying information. Failure to provide accurate and verifiable information may result in account suspension or termination.

The Product limits the number of accounts a user can create. Any attempt to circumvent this limit, such as by creating accounts under false identities, may result in account suspension or termination.

We reserve the right to monitor user behavior to ensure compliance with these Terms. We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms.

Electronic Communication

By using this website or communicating with us by electronic means, you agree and acknowledge that we may communicate with you electronically on our website or Product or by sending an email to you, and you agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement, including but not limited to the requirement that such communications should be in writing.

Intellectual Property

We or our licensors own and control all of the copyright and other intellectual property rights in the Product and the data, information, and other resources displayed by or accessible within the Product.

All the rights are reserved. Unless specific content dictates otherwise, you are not granted a license or any other right under Copyright, Trademark, Patent, or other Intellectual Property Rights. This means that you will not use, copy, reproduce, perform, display, distribute, embed into any electronic medium, alter, reverse engineer, decompile, transfer, download, transmit, monetize, sell, market, or commercialize any resources on this website in any form, without our prior written permission, except and only insofar as otherwise stipulated in regulations of mandatory law (such as the right to quote).

Trademarks

The company name, the company logo, and all related names, logos, product and service names, designs, and slogans are trademarks of the company or its affiliates or licensors. You must not use such marks without the prior written permission of Rooa. All other names, logos, product and service names, designs, and slogans on this Product are the trademarks of their respective owners.

Third-party Property

Our website may include hyperlinks or other references to other party's websites. We do not monitor or review the content of other party's websites which are linked to from this website. Products or services offered by other websites shall be subject to the applicable Terms and Conditions of those third parties. Opinions expressed or material appearing on those websites are not necessarily shared or endorsed by us.

We will not be responsible for any privacy practices or content of these sites. You bear all risks associated with the use of these websites and any related third-party services. We will not accept any responsibility for any loss or damage in whatever manner, however caused, resulting from your disclosure to third parties of personal information.

Responsible Use

By visiting our website, you agree to use it only for the purposes intended and as permitted by these Terms, any additional contracts with us, and applicable laws, regulations, and generally accepted online practices and industry guidelines. You must not use our website or Product to use, publish or distribute any material which consists of (or is linked to) malicious computer software; use data collected from our website for any direct marketing activity, or conduct any systematic or automated data collection activities on or in relation to our website.

Engaging in any activity that causes, or may cause, damage to the website or that interferes with the performance, availability, or accessibility of the website is strictly prohibited.

Content Standards

These content standards apply to any and all use of the Product. You must comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, you must not:

- Post anything that contains any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or use any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms and our Privacy Policy.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.

Data Donation Campaign

Unless you otherwise opt out, you agree to participate in the data donation campaign (“Campaign”) for the purpose of providing access to your personal data from specified platforms, including but not limited to Twitter, Instagram, Amazon, and Facebook (the “Platforms”), to our artificial intelligence machine (“AI Machine”).

By participating in the Campaign, you agree to the following terms:

1. Data Collection and Usage
 - a. You agree to provide us with access to your personal data from the Platforms for research and innovation purposes, including but not limited to developing AI Machine algorithms and models.
 - b. You understand and agree that your data will be anonymized and aggregated with other users' data before it is used for research purposes.
 - c. You acknowledge and agree that we may collect, use, and disclose your data for any purpose related to the Campaign or the AI Machine, including but not limited to research and development, marketing, and sales.
2. Incentives
 - a. As an incentive for your data donation, you will receive a 50% discount on any of our paid subscription services for two years which will be applied monthly.
 - b. You will also receive a lifetime discount of 10% on all in-app purchases.
3. Data Protection
 - a. We are committed to protecting your data and will comply with all relevant data protection laws and regulations, including but not limited to the General Data Protection Regulation (GDPR), the California Consumer Privacy Act (CCPA), and the European Union's Directive on the Protection of Personal Data.
 - b. We will take reasonable measures to ensure the security and confidentiality of your data, including but not limited to encryption, access controls, and regular security audits.
 - c. We will not sell or disclose your data to any third parties without your explicit consent.
4. User Responsibilities
 - a. You are responsible for ensuring that you have the necessary rights and permissions to donate your data to our AI Machine, and that you are not violating any terms or policies of the platforms from which your data is collected.
 - b. You acknowledge that you are donating your data voluntarily and without coercion, and that you have read and understood these terms and conditions.
 - c. You acknowledge that you must be registered for at least the 0\$ Pre-Release Member plan to be considered part of the Data Donation campaign.

Refund and Return policy

Right of Withdrawal

You have the right to withdraw from this contract within 15 days without giving any reason. The withdrawal period will expire after 15 days from the day of the conclusion of the contract. To exercise the right of withdrawal, you must inform us of your decision to withdraw from this contract by an unequivocal statement (for example a letter sent by post, fax, or email). Our contact details can be found below. You may use the attached model withdrawal form, but it is not obligatory. If you use this option, we will communicate to you an acknowledgement of receipt of such a withdrawal on a durable medium (for example by email) without delay.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of Withdrawal

If you withdraw from this contract, we shall reimburse you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 30 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

If you requested to begin the performance of services during the withdrawal period, you shall pay us an amount which is in proportion to what has been provided until you have communicated to us your withdrawal from this contract, in comparison with the full coverage of the contract. Please note that there are some legal exceptions to the right to withdraw, and some items can therefore not be returned or exchanged. We will let you know if this applies in your particular case.

Idea Submission

Do not submit any ideas, inventions, works of authorship, or other information that can be considered your own intellectual property that you would like to present to us unless we have first signed an agreement regarding the intellectual property or a non-disclosure agreement. If you disclose it to us absent such written agreement, you grant to us a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, store, adapt, publish, translate and distribute your content in any existing or future media.

Termination of Use

We may, in our sole discretion, at any time modify or discontinue access to, temporarily or permanently, the website or any Product thereon. You agree that we will not be liable to you or any third party for any such modification, suspension or discontinuance of your access to, or use of, the website or any content that you may have shared on the website. You will not be entitled to any compensation or other payment, even if certain features, settings, and/or any content you have contributed or have come to rely on, are permanently lost. You must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our website.

Warranties and Liability

Nothing in this section will limit or exclude any warranty implied by law that it would be unlawful to limit or to exclude. This Product and all content on the website are provided on an “as is” and “as available” basis and may include inaccuracies or typographical errors. We expressly disclaim

all warranties of any kind, whether express or implied, as to the availability, accuracy, or completeness of the content. We make no warranty that: (i) this website or our products or the Product will meet your requirements; (ii) this website or the Product will be available on an uninterrupted, timely, secure, or error-free basis; or (iii) the quality of any product or Product purchased or obtained by you through this website will meet your expectations.

The following provisions of this section will apply to the maximum extent permitted by applicable law and will not limit or exclude our liability in respect of any matter which it would be unlawful or illegal for us to limit or to exclude our liability. In no event will we be liable for any direct or indirect damages (including any damages for loss of profits or revenue, loss or corruption of data, software or database, or loss of or harm to property or data) incurred by you or any third party, arising from your access to, or use of, our website.

Except to the extent any additional contract expressly states otherwise, our maximum liability to you for all damages arising out of or related to the website or any products and services marketed or sold through the website, regardless of the form of legal action that imposes liability (whether in contract, equity, negligence, intended conduct, tort or otherwise) will be limited to the total price that you paid to us to purchase such products or services or use the website. Such a limit will apply in the aggregate to all of your claims, actions and causes of action of every kind and nature.

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Product will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE, THE PRODUCT OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Privacy

The Product stores and processes interactional data for your use and regulation. You are responsible for any data that you upload to the Product, including data related to use, access,

release, and storage. Roaa implements industry-standard security measures to protect your data, however, you agree to indemnify and hold Roaa harmless from any claims related to the data you upload or how it is used, accessed, released, or stored through the Product.

To access our website and/or services, you may be required to provide certain information about yourself as part of the registration process. You agree that any information you provide will always be accurate, correct, and up to date.

We take your personal data seriously and are committed to protecting your privacy. We will not use your email, data or interactional data without formal approval. Any data stored on our platform will be in connection with the provision of agreed products or services.

We have developed a policy to address any privacy concerns you may have. For more information, please see our [Privacy Statement](#) and [Cookie Policy](#)

Export Restrictions / Legal Compliance

Access to the website and Product from territories or countries where the content or purchase of the products or Products sold on the website is illegal is prohibited. You may not use this website in violation of export laws and regulations of the United States.

Assignment

You may not assign, transfer or subcontract any of your rights and/or obligations under these Terms, in whole or in part, to any third party without our prior written consent. Any purported assignment in violation of this Section will be null and void.

Breaches of the Terms

Without prejudice to our other rights under these Terms, if you breach these Terms in any way, we may take such action as we deem appropriate to deal with the breach, including temporarily or permanently suspending your access to the website, contacting your internet service provider to request that they block your access to the website, and/or commence legal action against you.

Force Majeure

Except for obligations to pay money hereunder, no delay, failure or omission by either party to carry out or observe any of its obligations hereunder will be deemed to be a breach of these Terms if and for as long as such delay, failure or omission arises from any cause beyond the reasonable control of that party.

Limitation on Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL ROOA, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE

PRODUCT, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

Indemnification

You agree to indemnify, defend and hold us, our affiliates, licensors, service providers and our and their respective officers, directors, employees contractors, agents, licensors, suppliers, successors, and assigns harmless, from and against any and all claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees), arising out of or relating to your violation of these Terms, your use of the Product and applicable laws, including intellectual property rights and privacy rights. You will promptly reimburse us for our damages, losses, costs and expenses relating to or arising out of such claims.

Waiver

No waiver by Roaa of any term or condition set out in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Roaa to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

Language

These Terms will be interpreted and construed exclusively in English. All notices and correspondence will be written exclusively in that language.

Entire Agreement

These Terms, together with our [[privacy statement***](#) and [cookie policy***](#)]¹, constitute the entire agreement between you and Roaa in relation to your use of this website.

Choice of Law and Jurisdiction

These Terms shall be governed by the laws of the United States and the Commonwealth of Virginia. Any disputes relating to these Terms shall be subject to the jurisdiction of the courts of the Commonwealth of Virginia. If any part or provision of these Terms is found by a court or other authority to be invalid and/or unenforceable under applicable law, such part or provision will be modified, deleted and/or enforced to the maximum extent permissible so as to give effect to the intent of these Terms. The other provisions will not be affected.

Arbitration

¹ **Note to Draft:** Please let us know if we should review these as well.

At Rooa's sole discretion, it may require You to submit any disputes arising from these Terms or use of the Product, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Virginia law.

Geographic Restrictions

The owner of the website and the Product is based in the Commonwealth of Virginia in the United States. We provide this Product for use only by persons located in the United States. We make no claims that the Product or any of its content is accessible or appropriate outside of the United States. Access to the Product may not be legal by certain persons or in certain countries. If you access the Product from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Contact Information

This website is owned and operated by Rooa.

You may contact us regarding these Terms by writing or emailing us at the following address:

Email: rooa@curbcoventures.com
Address: 1703 Tabb Ave Hopewell, VA 23860

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