

Rain8 Group LLC Terms and Conditions Agreement

PLEASE READ THE FOLLOWING TERMS OF SERVICE AGREEMENT CAREFULLY. BY USING OUR SERVICES, YOU HEREBY AGREE TO BE BOUND BY THE TERMS AND ALL TERMS INCORPORATED HEREIN BY REFERENCE. IT IS THE RESPONSIBILITY OF YOU, THE CUSTOMER, OR PROSPECTIVE CUSTOMER TO READ THE TERMS AND CONDITIONS BEFORE PROCEEDING TO USE OUR SERVICES. IF YOU DO NOT EXPRESSLY AGREE TO ALL OF THE TERMS AND CONDITIONS, THEN PLEASE DO NOT USE SERVICES. THIS TERMS OF SERVICE AGREEMENT IS EFFECTIVE AS OF JANUARY 1, 2020.

GENERAL

Rain8 Group LLC, located at 2931 Lakeland Highway, Valdosta Georgia USA, 31605, hereafter “Agent” or “Agent’s”, is a wholly owned subsidiary of Precision Arrow Placement LLC, hereafter “Parent.”

Agent is a consultancy helping Western companies start their business in China and has extensive experience and networks of contacts in China. Agent has recently paused most of it’s consultancy services and redirected staff to assist in building CoVID-19 supply chains and repurposed our services to provide agent services intended to assist companies or individuals in accessing these new supply chains.

ACCEPTANCE OF TERMS

The following Terms and Conditions Agreement, hereafter “TCA”, is a legally binding agreement that shall govern the relationship with our customers and others which may interact or interface with Agent, Agent’s representatives, Agent’s staff, Agent’s Parent, and Agent’s officers, hereafter “You”, “you”, “Your”, or “your”, in association with the use of the our services, hereafter “Service” or “Services”, which shall be defined below.

DESCRIPTION AND LIMITATION OF SERVICES OFFERED

Agent offers specific Services limited to identifying suppliers, collecting documentation from suppliers, processing payments to suppliers, and assisting you in logistics arrangement.

Agent does not offer and shall not be responsible for any other duties not listed in the preceding sentence or failures including but not limited to, validating supplier-provided documents, validating assertions by suppliers, failure of suppliers to deliver product on time, failure of suppliers to deliver product matching your expectations, nor suppliers non-compliance with relevant export, import or other laws, rules or regulations.



INDEMNITY

You hereby warrant and agree to hold Agent, Agent's representatives, Agent's staff, Agent's Parent, and Agent's officers harmless and indemnify Agent, Agent's representatives, Agent's staff, Agent's Parent, and Agent's officers against any and all demands, claims, or costs that may have arisen from negligence in the performance of any duties under this Agreement.

This Agreement shall not limit your rights of to make claims against suppliers.

MODIFICATIONS

Agent, Agent's representatives, Agent's staff, Agent's Parent, and Agent's officers shall reserve the right at any time it may deem fit, to modify, alter and or discontinue, whether temporarily or permanently, our service, or any part thereof, with or without prior notice. In addition, Agent, Agent's representatives, Agent's staff, Agent's Parent, and Agent's officers shall not be held liable to you or to any third party for any such alteration, modification, suspension and/or discontinuance of our Services, or any part thereof.

PROPRIETARY RIGHTS

You do hereby acknowledge and agree that Agent's Services shall at times involve sharing of proprietary and confidential material, marked "Confidential" that is protected by applicable intellectual property rights and other laws.

You do hereby agree to maintain the confidentiality of Confidential materials and to not make use of Confidential material except for the purposes of transactions with Agent except in cases required by law in claims against suppliers or other third parties.

WARRANTY DISCLAIMERS

YOU HEREIN EXPRESSLY ACKNOWLEDGE AND AGREE THAT:

- a) THE USE OF Agent's SERVICES AND SOFTWARE ARE AT THE SOLE RISK BY YOU. Agent's SERVICES SHALL BE PROVIDED ON AN "AS IS" AND/OR "AS AVAILABLE" BASIS. Agent, Agent's representatives, Agent's staff, Agent's Parent, and Agent's officers EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- b) Agent, Agent's representatives, Agent's staff, Agent's Parent, and Agent's officers MAKE NO SUCH WARRANTIES THAT (i) Agent's SERVICES WILL MEET YOUR

REQUIREMENTS; (ii) Agent's SERVICES SHALL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (iii) THAT SUCH RESULTS WHICH MAY BE OBTAINED FROM THE USE OF THE Agent's SERVICES WILL BE ACCURATE OR RELIABLE; (iv) QUALITY OF ANY PRODUCTS, SERVICES, ANY INFORMATION OR OTHER MATERIAL WHICH MAY BE PURCHASED OR OBTAINED BY YOU THROUGH Agent's SERVICES WILL MEET YOUR EXPECTATIONS; AND (v) THAT ANY SUCH ERRORS CONTAINED IN ANY PROVIDED MATERIALS SHALL BE CORRECTED.

- c) ANY INFORMATION OR MATERIAL OBTAINED BY WAY OF Agent's SERVICES SHALL BE ACCESSED BY YOUR SOLE DISCRETION AND SOLE RISK, AND AS SUCH YOU SHALL BE SOLELY RESPONSIBLE FOR AND HEREBY WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION WITH RESPECT TO ANY DAMAGE.
- d) NO ADVICE AND/OR INFORMATION, DESPITE WHETHER WRITTEN OR ORAL, THAT MAY BE OBTAINED BY YOU FROM Agent OR BY WAY OF OR FROM OUR SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS AND CONDITIONS AGREEMENT.

LIMITATION OF LIABILITY

YOU EXPLICITLY ACKNOWLEDGE, UNDERSTAND AND AGREE THAT Agent, Agent's representatives, Agent's staff, Agent's Parent, and Agent's officers SHALL NOT BE LIABLE TO YOU FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES WHICH MAY BE RELATED TO THE LOSS OF ANY PROFITS, GOODWILL, USE, DATA AND/OR OTHER INTANGIBLE LOSSES, EVEN THOUGH WE MAY HAVE BEEN ADVISED OF SUCH POSSIBILITY THAT SAID DAMAGES MAY OCCUR, AND RESULT FROM:

- a) THE USE OR INABILITY TO USE OUR SERVICE;
- b) THE COST OF PROCURING SUBSTITUTE GOODS AND SERVICES;
- c) UNAUTHORIZED ACCESS TO OR THE ALTERATION OF YOUR TRANSMISSIONS AND/OR DATA;
- d) STATEMENTS OR CONDUCT OF ANY SUCH THIRD PARTY RELATED TO OUR SERVICE;
- e) AND ANY OTHER MATTER WHICH MAY BE RELATED TO OUR SERVICE.

RELEASE

In the event you have a dispute, you agree to release Agent, Agent's representatives, Agent's staff and Agent's Parent, and Agent's officers from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected or unsuspected, disclosed and undisclosed, arising out of or in any way connected to such dispute.

THIRD PARTY BENEFICIARIES

You herein acknowledge, understand and agree, unless otherwise expressly provided in this TCA, that there shall be no third-party beneficiaries to this agreement.

NOTICE

Agent may furnish you with notices, including those with regards to any changes to the TCA, including but not limited to email, regular mail, MMS or SMS, text messaging, postings on our website, or other reasonable means currently known or any which may be herein after developed.

TRADEMARK INFORMATION

You herein acknowledge, understand and agree that all of the Agent's trademarks, copyright, trade name, service marks, and other logos and any brand features, and/or product and service names are trademarks and as such, are and shall remain the property of Agent. You herein agree not to display and/or use in any manner the Agent's logo or marks without obtaining Agent's prior written consent.

OTHER INFORMATION

ENTIRE AGREEMENT

This TCA constitutes the entire agreement between you and Agent and shall govern the use of our Services, superseding any prior version of this TCA between you and us with respect to Agent's Services.

CHOICE OF LAW AND FORUM

It is at the mutual agreement of both you and Agent with regard to the TCA that the relationship between the parties shall be governed by the laws of the state of Georgia, USA without regard to its conflict of law provisions and that any and all claims, causes of action and/or disputes, arising out of or relating to the TCA, or the relationship between you and Agent, shall be filed within the courts having jurisdiction within the County of Lowndes, Georgia, or the U.S. District Court located in said state. You and Agent agree to submit to the jurisdiction of the courts as previously mentioned, and agree to waive any and all objections to the exercise of jurisdiction over the parties by such courts and to venue in such courts.



WAIVER AND SEVERABILITY OF TERMS

At any time, should Agent fail to exercise or enforce any right or provision of the TCA, such failure shall not constitute a waiver of such right or provision. If any provision of this TCA is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TCA remain in full force and effect.

STATUTE OF LIMITATIONS

You acknowledge, understand and agree that regardless of any statute or law to the contrary, any claim or action arising out of or related to the use of our Services or the TCA must be filed within one month after said claim or cause of action arose or shall be forever barred.

VIOLATIONS

Please report any and all violations of this TCA to Agent as follows:

Mailing Address:
Rain8 Group LLC
2931 Lakeland Highway
Valdosta Georgia, USA 31605

