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- Reverse look-up, trace, or seek to trace any information on any other user of or visitor to any Site, or any other customer of RIMCO, including but not limited to personal identification or information.
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- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material.
- Information reasonably sufficient to permit us to contact the complaining party.
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- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

RIMCO's Copyright Agent for notice of claims of copyright infringement on or regarding this site can be reached as follows:

Belkin Nieves González, Esq.
312 John F. Kennedy Ave. Km 3.7
San Juan, PR 00920
digitalsupport@rimcocat.com

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UPDATING SITES

We reserve the right, in our sole discretion, to change any and all Sites and Content at any time without notice, including the removal of any Sites and Content. As new or enhanced versions of

the Sites are made available, we may require that you update your current version of the related software. Unless otherwise explicitly stated by RIMCO, any new or enhanced versions of the Sites, Content and Services are subject to the terms of these Terms of Use.

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The Site may display, include, or make available third-party content (including data, information, applications, and other products, services, and/or materials) or provide links to third-party websites or services, including through third-party advertising ("Third-Party Materials"). You acknowledge and agree that RIMCO is not responsible for Third-Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. RIMCO does not assume and will not have any liability or responsibility to you or any other person or entity for any Third-Party Materials. Third-Party Materials and links thereto are provided solely as a convenience to you, and you access and use them entirely at their own risk and subject to such third parties' terms and conditions. You will need to make your own independent judgment regarding your interaction with these Third-Party Materials and links.

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You may not use or otherwise export or re-export the Sites or Content except as authorized by United States law and the laws of the jurisdiction in which Site, Content and Service Offerings was obtained. In particular, but without limitation, the Sites and Content may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on 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. You represent and warrant that your access and use of the Sites and Content will not violate any such laws and that you are not located in any such country or on any such list. You also agree that you will not use any Site or Content for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, missiles, or chemical or biological weapons.

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You agree that you will not assert against RIMCO any claim or make a demand for dispute resolution arising directly or indirectly under or in connection with these Terms of Use that relates to, or assert as a cause for action, any event which occurred more than 12 months after the earliest date on which the facts are based were or could, with the exercise of reasonable diligence, have been known to you.

DISPUTE RESOLUTION

In the event of any controversy or claim relating in any way to your use of the Sites or Content, or to any products or services sold or distributed by such Sites, or otherwise arising out of or relating to these Terms of Use, the parties shall communicate and negotiate with each other and attempt to reach a solution satisfactory to both parties. If the parties do not reach an agreement within a 60-day period, any unresolved controversy or claim arising out of or relating to these Terms of Use

or the Sites will be resolved by binding arbitration, rather than in court. The Federal Arbitration Act and federal arbitration law apply to these Terms of Use.

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to: Chief Legal Officer, RIMCO, 312 John F. Kennedy Ave., Km 3.7, San Juan, PR 00920. The arbitration will take place in San Juan, PR in accordance with the American Arbitration Association (AAA) Commercial Arbitration Rules and Mediation Procedures. Your request for arbitration must be postmarked within the time period specified above under "Contractual Statute of Limitations." In no event shall demand arbitration be made or permitted after the date when the institution of legal or equitable proceedings based on such Dispute would be barred by the applicable statute of limitations.

We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated, or representative action. If for any reason a claim proceeds in court rather than in arbitration we each waive any right to a jury trial. We also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

The arbitration panel shall consist of one individual appointed by RIMCO and you. Such individual shall (i) have been selected from the AAA's list of potential arbitrators, (ii) have at least 10 years of experience in the discipline which is the subject of the Dispute, and (iii) be an attorney whose 10 years of experience has been in the realm of litigating and arbitrating issues which are of the subject of the Dispute. If RIMCO and you fail to mutually agree upon an arbitrator within 15 business days after receipt of the request to arbitrate, then the arbitration panel shall be selected by the administrative office of the AAA. Such office shall, within five days after notice by any party to these Terms of Use, select a single arbitrator who complies with the requirements otherwise set forth in this paragraph. The arbitrator shall render its decision as soon as reasonably possible after its appointment and must follow the terms described herein.

This agreement to arbitrate shall be specifically enforceable in any court having jurisdiction thereof. Any decision rendered by the arbitrator pursuant to any arbitration shall be final and binding upon the parties, and judgment may be entered upon in accordance with applicable law in any court of competent jurisdiction.

The other party shall reimburse the prevailing party in any arbitration or court proceedings for all costs, expenses, and charges, including, without limitation, reasonable attorneys' fees, incurred by the prevailing party.

CHOICE OF LAW; SEVERABILITY

These Terms of Use shall be governed by the laws of Puerto Rico (regardless of the laws that might be applicable under its principles of conflict of laws). If any provision of these Terms of Use, or the application thereof, is determined by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of these

Terms of Use, all of which shall remain in full force and effect, and such other provisions will be interpreted so as best to reasonably effect the intent of the parties. The parties further agree to replace any such invalid or unenforceable provision with a valid and enforceable provision designed to achieve, to the extent possible under applicable law, the business purpose and intent of such invalid or unenforceable provision.

We recognize that it is possible for you to obtain access to this Site from any jurisdiction in the world, but we have no practical ability to prevent such access. This Site has been designed to comply with the laws of Puerto Rico and of the United States. If any Content or User Materials on any Site, or your use of any Site, is contrary to the laws of the place where you are when you access it, the Site is not intended for you, and we ask you not to use the Site. You are responsible for informing yourself of the laws of your jurisdiction and complying with them.

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These Terms of Use constitute the entire agreement between you and us with respect to the Sites, and Content and supersedes and replaces all prior agreements. The section titles in the Agreement are for convenience only and have no legal or contractual effect. The terms and conditions of any quotation, offer, acknowledgment, invoice, or similar document, however designated, directly or indirectly made or issued by you shall not apply.

INQUIRIES

Should you have any questions concerning these Terms of Use, write to digitalsupport@rimcocat.com, or RIMCO LLC, 312 John F. Kennedy Ave., Km 3.7, San Juan, PR 00920, Attn: Belkin Nieves González, Esq.