

Ving!® Terms of Service : Please Read and Click To Agree
Last Modified: April 2017

Thank you for using Ving!® and welcome. Ving!® is a software web application owned and operated by via680® LLC (hereinafter referred to as "Ving!"). Ving! offers a software application that helps individuals and organizations create sharable digital information packets that may include: videos, documents, audio files and photos/images, and surveys, and that may be shared anywhere.

PLEASE NOTE: YOU ARE ENTERING INTO A LEGALLY ENFORCEABLE AGREEMENT. PLEASE READ THESE TERMS OF SERVICE CAREFULLY BEFORE USING THIS SITE.

Overview

via680®, LLC ("via680"), 241 West Federal St. Youngstown, OH 44503 owns and operates the Ving! websites (vingapp.com and go.vingapp.com) (referred to as "Site") for use in business, education or organizational settings --specifically for information-sharing activities. The Site currently is for creation of individualized "pages" for organizations or individuals on the main Site. Individualized sites are for educational and informational purposes only. Content of the individualized sites is controlled and provided by the third party organizations and individual account holders with Ving!

This is a legal agreement between you, as an account holder (referred to as "You") and us (Ving!). You indicate your agreement to these Terms by clicking the button indicating your acceptance of these Terms or by otherwise accessing or using the Site or other information-sharing applications or tools that Ving! otherwise makes available to you (the "Services").

As provided below, Ving! may update these Terms of Service (the "Terms of Service") at any time, without notification to you, and you should review these Terms of Service from time to time by accessing the Site. Your continued use of the Site shall be deemed irrevocable acceptance of any such revisions.

Terms of Service

1) Application. Use of the Site is governed by these Terms and Conditions of Use. Any new services or new Ving! properties shall be subject to these Terms of Service unless otherwise stated. Ving! may have separate registration procedures and terms of service, user agreements, or similar agreement(s) for certain Services. When You are using any Service or product that does not have a separate legal agreement, these Terms of Use apply. In addition, Ving! sometimes may offer third-party services that are governed by the terms of service of those third-party service partners and the terms and conditions of use of the service partners may be applicable in addition to these Terms of Service.

2) Non-Discrimination. Ving! does not discriminate on the basis of age, gender, race, ethnicity, nationality, religion, sexual orientation, or any other protected status.

3) Acceptance. The use of Ving! and the Site is subject to Your acceptance without modification of all of the terms and conditions contained in the Terms of Service and all other operating rules, policies and procedures that may be published from time to time on this Site. **Please read these Terms of Service carefully before accessing or using the Site.** By clicking "**I Accept**" or accessing or using any part of the Site, You become bound by the Terms of Service. If You do not agree to all the Terms of Service, then You may not access the Site or use any services.

4) Ving! Account. Upon creating an account on the Site, You are solely responsible for maintaining the security of the account. Please safeguard your password and any other credentials used to access your account. Do not give Your Account ID to anyone, including employees of Ving! or the organization operating the Site. Ving! has the right to disable or remove any account that has been unlawfully accessed or that violates these Terms of Service. If you become aware that Your account has been used or accessed by an unauthorized party, You should notify Ving! immediately. Accounts may not be shared and may only be used by one individual per account.

4a) Trial Use. If You register for a trial Ving! account, we may make one or more services available to You free of charge. Additional terms and conditions may appear on the registration web page. Any additional terms and conditions are incorporated into these Terms of Service by reference and are legally binding.

ANY DATA YOU ENTER INTO THE SERVICES AND ANY CUSTOMIZATION MADE TO THE SERVICES BY OR FOR YOU DURING YOUR TRIAL USE MAY BE PERMANENTLY LOST UNLESS YOU PURCHASE A SUBSCRIPTION TO THE SERVICES AS THOSE COVERED BY TRIAL VING! USE, PURCHASE UPGRADED SERVICES OR EXPORT SUCH DATA BEFORE THE END OF THE TRIAL PERIOD.

NOTWITHSTANDING SECTION 14 (WARRANTIES AND DISCLAIMERS) DURING YOUR FREE VING! USE TIME, THE SERVICES ARE PROVIDED “AS IS” WITHOUT ANY WARRANTY.

Please become familiar with the features and functions of the Site and the services provided thereunder before You make any purchase or otherwise subscribe as a user of the Site.

4b) Pricing and Payment. Your paid Ving! subscription is billed promptly upon Your completion of the signup process.

- The fee due for the subscription period will depend on the pricing level that You choose at the time of subscription. The applicable prices are published at www.vingapp.com/pricing and they may change at any time without prior notice to You.
- You must notify Ving! by written email notification of Your intention not to renew at least five (5) business days before the expiration of Your subscription (or any renewal of Your subscription) or Your subscription will be automatically renewed at the prices then published at www.vingapp.com/pricing.
- Your subscription may be cancelled for any reason, at the end of Your current subscription period. To cancel, email us at support@via680.com. **No refunds of pre-paid subscription fees will be made.**
- Unless otherwise specified, the charges owed hereunder shall be deemed not to have included taxes. You will thus also be responsible for all sales, use, property, value added or similar taxes based on the Site or other products or services provided hereunder, except for taxes based on Ving!'s net income. Ving! reserves the right to bill You for such taxes, and you agree to pay to Ving! (within thirty days following demand) the full amount of such taxes and any interest or penalties incurred due to late payment or nonpayment of such taxes by Ving!.

Note: if You cancel Your subscription, if your current subscription payment has expired, or if your subscription is terminated on account of non-payment or any other reason, You will not have any access to the Services after the date that any termination or expiration of your Subscription takes effect.

WITHOUT LIMITING ANY OTHER RIGHTS OR REMEDIES AVAILABLE TO VING! HEREUNDER OR UNDER APPLICABLE LAW, IN THE CASE OF ANY TERMINATION OR EXPIRATION OF YOUR SUBSCRIPTION (WHETHER ON ACCOUNT OF A PAYMENT DEFAULT OR OTHERWISE), VING!, MAY, IN ITS SOLE DISCRETION, REMOVE OR DELETE ANY “VINGS,” DATA, IMAGES, CONTENT, OR OTHER INFORMATION THAT MAY STORED OR MAINTAINED BY YOU ON THE SITE. REMOVAL OF SUCH INFORMATION DOES NOT RELIEVE YOU OF YOUR OBLIGATION TO PAY ANY OUTSTANDING CHARGES ASSESSED TO YOUR

ACCOUNT. VING! WILL NOT BE ABLE TO RESTORE ANY "VINGS," DATA, IMAGES, CONTENT, OR OTHER INFORMATION THAT IS REMOVED FROM THE SITE.

4c) Usage Limitations. Services may be subject to limitations, such as, but not limited to, limits on disk storage, space on the number of calls you are permitted to make, our application programming interface, services that enable you to provide public websites and on the number of page views by visitors to those websites.

4d) Suspension of Services.

If You have given authorization to Ving to charge your credit card for payment of Services. You are responsible for providing complete and accurate billing, address and contact information to Ving! and for maintaining such information in the Site. If your credit card payment is declined, You will lose access to your Ving account and receive notification to contact us to rectify payment. If You owe Ving! payment on your invoice and pay by check, we will give you business 5 days prior notice that your account is overdue; afterwhich, Ving! will suspend your account and your access to the Services until Your account is paid in full. In addition to any other rights available to it at law or equity, Ving! reserves the right to suspend or terminate your subscription for Services, if your account becomes delinquent. Delinquent amounts are subject to interest of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection, including Ving!'s attorneys' fees. If you believe a particular charge is incorrect, you must contact Ving! in writing within 60 days of the payment date to be eligible to receive any credit.

5) Ving! Support Team: Support, Assistance and Ving Success. Ving! Basic Ving Support is included in the subscription fee. Onboarding and the level of continued Ving Success to which You are entitled depends on Your Ving Plan package described on the vingapp.com website for Your product.

Self-serve Ving! Support is available 24/7 with answers to frequently asked questions, access to videos, documents and best practices by accessing support.vingapp.com. Live chat and phone support services are available 9:00 AM to 5:00 PM Eastern Standard Time, Monday through Friday, excluding US National Holidays.

6) Responsibility of Account Holder. If You comment on content, post material to the Site, post links on the Site, or otherwise make (or allow any third party to make) material available by means of the Site (any such material, "Content"), You are entirely responsible for the content of, and any harm resulting from, that Content. Your responsibility applies regardless of the form of Content whether text, graphics, video, audio, or software. By making Content available, You represent and warrant that:

1. the downloading, viewing, copying and use of the Content will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark or trade secret rights, of any third party;
2. if Your employer has rights to intellectual property You create, You have either (i) received permission from Your employer to post or make available the Content, including but not limited to any software, or (ii) secured from Your employer a waiver as to all rights in or to the Content;
3. You have fully complied with any third-party licenses relating to the Content, and have done all things necessary to successfully pass through to end users any required terms;
4. the Content does not contain or install any viruses, worms, malware, Trojan horses or other harmful or destructive content;
5. the Content is not spam, is not machine- or randomly-generated, and does not contain unethical or unwanted commercial content designed to drive traffic to third party sites or boost the search engine rankings of third party sites, or to further unlawful acts (such as phishing) or mislead recipients as to the source of the material (such as spoofing);
6. the Content is not pornographic, libelous or defamatory, does not contain threats or incite violence towards individuals or entities, and does not violate the privacy or publicity rights of any third party;
7. all brochures, manuals, Internet website content and other materials and works of authorship prepared or

supplied by you to Ving! in connection with the Service (collectively "Your Works"), and all copyrights therein, are and shall remain the exclusive property of You. Ving! will not use Your Works in any manner whatsoever other than in connection with utilizing the Service according to these Terms of Service.

8. Ving! is and will remain the exclusive owner of the software, the Site and Services and all improvements thereto ("Improvements"), including all copyrights therein, regardless whether any Improvement was or may have been suggested or provided by You or Your Targeted Audience(s). You will have no right to any software, Site, Service or Improvements except as expressly set forth herein.

By submitting Content to Ving! for Your Site, You grant Ving! a world-wide, royalty-free, and non-exclusive license to reproduce, modify, adapt and publish the Content solely for the purpose of displaying, distributing and promoting Your Site. If You delete Content, Ving! will use reasonable efforts to remove it from the Site, but You acknowledge that caching or references to the Content may not be made immediately unavailable.

Users are also prohibited from violating or attempting to violate the security of the Site or the Services. More specifically, you are prohibited from doing any of the following: (i) accessing data not intended for you or logging into a server or account that you are not authorized to access; (ii) attempting to probe, scan, or test the vulnerability of a system or network or to breach security or authentication measure; (iii) attempting to interfere with Site service, including submitting a virus, overloading, "flooding", "spamming", "mailbombing" or "crashing"; or (iv) forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting. Violations of system or network security may result in civil or criminal liabilities. Ving! reserves the right to investigate such violations, and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.

Without limiting any of those representations or warranties, Ving! has the right (though not the obligation), in Ving!'s sole discretion to (i) refuse or remove any Content that, in Ving!'s reasonable opinion, violates any Ving! policy or is in any way harmful or objectionable, or (ii) terminate or deny access to and use of the Site to any individual or entity for any reason, **Ving! never has an obligation to provide a refund of any amounts previously paid.**

7) Responsibility of Site Visitors. Ving! does not review, all of the Content, posted to the Site and is not responsible for the Contents, use or effects. Ving! does not endorse the Content, check accuracy or represent it is useful or non-harmful. You are responsible for taking precautions as necessary to protect Yourself and Your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. It is Your responsibility to seek professional medical advice rather than relying on the information provided on the Site. The Site may contain content that is offensive, or objectionable, as well as content containing technical inaccuracies, typographical mistakes, and other errors. Ving! is not a substitute for professional advice, medical advice, diagnosis, or medical treatment. **Always seek the advice of Your physician or other qualified health provider with any questions You may have regarding a medical condition.** Never disregard or delay seeking professional medical advice because of Content You have found on Ving!.

8) Usage and Overage Fees. Ving! and its customers and vendors will not be held liable for any data plans, Internet fees, data overage fees, or any other like fees that may be incurred while using the Site. This refers to fees that may be incurred while viewing/consuming "vings."

9) Content Posted on Other Websites. Ving! does not review the material, including computer software, made available through the websites and webpage to which the Site links, and that link to the Site. Ving! does not have any control over those websites and webpages, and is not responsible for their contents or their use. A link to non-Ving! website or webpage does not represent or imply that Ving! endorses such website or webpage. You are responsible for taking precautions as necessary to protect Yourself and Your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. Ving! disclaims any responsibility for any harm resulting from Your

use of non-Ving! websites and web pages.

10) Copyright Infringement and DMCA Policy. If You believe that material located on or linked to by the Site violates Your copyright, You are encouraged to notify Ving! in accordance with Digital Millennium Copyright Act (“DMCA”) Policy. Ving! will respond to all such notices, including as required or appropriate by removing the infringing material or disabling all links to the infringing material. In the case of a user who may infringe or repeatedly infringes the copyrights or other intellectual property rights of Ving! or others, Ving! may, in its discretion, terminate or deny access to and use of the Site. In the case of such termination, Ving! will have no obligation to provide a refund of any amounts previously paid to Ving!.

11) Intellectual Property. These Terms of Service and the agreement created hereunder does not transfer from Ving! to You any Ving! or third party intellectual property, and all right, title and interest in and to such property will remain (as between the parties) solely with Ving!. via680, vingnow.com, via680.com the Ving! and Ving! logos, and all other trademarks, service marks, graphics and logos used in connection with Ving!, or the Site/Services are trademarks or registered trademarks of Ving! or Ving!’s licensors. Other trademarks, service marks, graphics and logos used in connection with the Site may be the trademarks of other third parties. Your use of the Site grants You no right or license to reproduce or otherwise use any Ving! or third-party trademarks.

12) Changes. Ving! reserves the right, at its sole discretion, to modify or replace any part of these Terms of Service. It is Your responsibility to check periodically for changes. Your continued use of or access to the Site following the posting of any changes to these Terms of Service constitutes acceptance of all changes. Ving! may also, in the future, offer new services and/or features through the Site (including, the release of new tools and resources). Such new features and/or services shall be subject to these Terms of Service. To the extent that any modification to these Terms of Service is deemed invalid or ineffective, for any reason, the terms and conditions of these Terms of Service as in effect immediately prior to such modification shall remain in effect and shall be controlling.

13) Termination. **If you terminate a subscription in the middle of a billing cycle, you will not receive a refund for any period of time you did not use in that billing cycle.** Ving! may terminate Your access to all or any part of the Site at any time, with or without cause, with or without notice, effective immediately. Without limiting the generality of the foregoing, Ving! reserves the right to modify, terminate, or discontinue all or any portion of the Site or the Services for any reason (or no reason). If You wish to terminate your Your Ving! account, You may simply discontinue using the application as a Free Ving! User. As a paid Account Holder, You will need to follow the procedure as noted above in Section 4.

14) Disclaimer of Warranties. THE SITE IS PROVIDED “AS IS.” VING! AND ITS SUPPLIERS AND LICENSORS DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NEITHER VING! NOR ITS SUPPLIERS AND LICENSORS MAKE ANY WARRANTY THAT THE SITE WILL BE ERROR FREE OR THAT ACCESS THERETO WILL BE CONTINUOUS OR UNINTERRUPTED. YOU UNDERSTAND THAT YOU DOWNLOAD FROM, OR OTHERWISE OBTAIN CONTENT OR SERVICES THROUGH, THE SITE AT YOUR OWN DISCRETION AND RISK.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, YOU UNDERSTAND AND ACKNOWLEDGES THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, SERVICE INTERRUPTIONS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. VING! IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH ISSUES OR PROBLEMS. VING! ASSUMES NO RESPONSIBILITY, AND SHALL NOT BE LIABLE FOR, ANY DAMAGES TO, OR VIRUSES THAT MAY INFECT, YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY AS A RESULT OF YOUR ACCESS TO, USE OF, OR VIEWING OF THE SITE OR ANY ACCESSING OF DATA, TEXT, IMAGES OR SOFTWARE THEREFROM. NOTWITHSTANDING ANYTHING CONTAINED IN THESE TERMS OF

SERVICE OR ANY OTHER AGREEMENT TO THE CONTRARY, VING! MAKES NO WARRANTIES THAT THE CONTENT OR OTHER INFORMATION PRESENTED ON OR THROUGH THE SITE OR THE SERVICES IS CURRENT, UP-TO-DATE, OR ACCURATE. YOU ASSUME ALL RISK RELATIVE TO THE QUALITY, ACCURACY, ADEQUACY, COMPLETENESS, CORRECTNESS AND VALIDITY OF ANY SUCH CONTENT OR OTHER INFORMATION.

15) Limitation of Liability. IN NO EVENT WILL VING!, OR ITS SUPPLIERS OR LICENSORS, BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR: (I) ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES; (II) THE COST OF PROCUREMENT OR SUBSTITUTE PRODUCTS OR SERVICES; (III) FOR INTERRUPTION OF USE OR LOSS OR CORRUPTION OF DATA; (IV) FOR ANY FAILURE OR DELAY DUE TO MATTERS BEYOND THEIR REASONABLE CONTROL; (V) THE ACCURACY, RELIABILITY, COMPLETENESS, CURRENTNESS, OR TIMELINESS OF THE CONTENT, SOFTWARE, TEXT, GRAPHICS, LINKS, VIDEOS OR COMMUNICATIONS PROVIDED ON OR THROUGH THE USE OF THE SITE; OR (VI) THE SATISFACTION OF ANY GOVERNMENT REGULATIONS REQUIRING DISCLOSURE OF INFORMATION ON PRESCRIPTION DRUG PRODUCTS OR THE APPROVAL OR COMPLIANCE OF ANY SOFTWARE TOOLS WITH REGARD TO THE CONTENT CONTAINED ON THE SITE. IN ALL CASES, THE MAXIMUM TOTAL LIABILITY OF VING! AND ITS OFFICERS, DIRECTORS, MEMBERS, PRINCIPALS, AGENTS, AND AFFILIATES TO YOU OR YOUR HEIRS, SUCCESSORS, OR ASSIGNS WILL NOT EXCEED THE FEES PAID BY YOU TO VING! UNDER YOUR SUBSCRIPTION DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE CAUSE OF ACTION. ANY DISPUTE YOU MAY HAVE WITH RESPECT TO THE SITE, THE SERVICES OR THESE TERMS OF SERVICE MUST BE COMMENCED BY YOU WITHIN ONE YEAR AFTER IT ARISES. YOU ACKNOWLEDGE THAT VING! WOULD NOT HAVE ENTERED INTO THIS AGREEMENT TO PROVIDE THE SERVICES TO YOU BUT FOR THE LIMITATIONS CONTAINED IN THIS SECTION.

If You are a California resident, you waive, to the extent applicable, California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

16) General Representation and Warranty. You represent and warrant that (i) Your use of the Site will be in strict accordance with the Ving! Privacy Policy, with these Terms of Service and with all applicable laws and regulations (including without limitation any local laws or regulations in Your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the United States or the country in which You reside); (ii) Your use of the Site will not infringe or misappropriate the intellectual property rights of any third party; (iii) you have reached the "Minimum Age" (defined below) or older; (iv) you will only have one account on the Site, which must be in your real name; and (v) you are not already restricted by Ving! from using the Site or the Services.

17) Indemnification. You agree to indemnify and hold harmless Ving!, its contractors, and its licensors, and their respective directors, officers, employees and agents from and against any and all claims and expenses, including attorneys' fees, arising out of Your use of the Site, including but not limited to Your violation of this Agreement or any other policy or agreement governing your use of the Site or the Services.

18) Notices. All notices to Ving! should be directed to Ving!, c/o via680, LLC, 241 W. Federal Street, Youngstown, Ohio 44503. Attention: Chief Operating Officer. For notices to that are directed to You as part of Ving!'s general customer base, Ving! may give notice by means of any of the following: (a) a general notice on the Service; (b) by electronic mail to your e-mail address on record in Ving!'s account information; or (c) by written communication sent by first class mail or pre-paid post to Ving!'s address listed in Ving!'s account information. All notices sent to You specifically under these Terms of Service (and not sent to the general customer base) shall be in writing, and may be given by means of any of the following: (x) by electronic mail to Your e-mail address on record in Ving!'s account

information; or (y) by written communication sent by first class mail or pre-paid post to Your address listed in Ving!'s account information.

19) Governing Law. These Terms and Conditions and the relationship between You and Ving! are governed by the laws of the State of Ohio without regard to its conflict of law provisions.

20) Non-use of Trademarks. Ving! is the owner of the Ving! trademarks, service marks and trade dress ("Marks"). You will not use any Ving! Marks or any similar marks on or in connection with the sale or marketing of any products or services, including but not limited to in any URL(s) that You register or use in connection with redirecting Internet traffic to the Your Ving! site. You will not register, attempt to register or claim any ownership interest in any Ving! marks, or oppose Ving!'s use or registration thereof, in any country in connection with any goods or services. This provision will survive the termination or expiration of your account or subscription for Services.

21) Arbitration. You and Ving! agree to act in good faith to promptly resolve any dispute arising out of or relating to these Terms of Service or your use of the Services. If the parties are unable to resolve a dispute by negotiation, then the dispute shall be settled by submitting it to arbitration in Youngstown, Ohio in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") then in effect. The arbitration shall be before a single arbitrator appointed by or in accordance with the procedures of the AAA. Any judgment following arbitration shall be final and binding on the parties. The arbitrator shall determine the scope and terms of permitted discovery, if any, as (s)he deems appropriate in his/her sole discretion under the circumstances of the particular dispute, with a preference toward limiting or avoiding discovery. The arbitrator shall issue to the parties his or her judgment on the arbitration in writing, which need not set forth findings of fact and conclusions of law, and judgment may be entered in any court of competent jurisdiction to enforce the same, including any damages or performance awarded therein. Each party shall bear its own costs of arbitration, and shall share equally in paying the arbitrator's fees. The arbitrator shall have no power to award any attorneys' fees, punitive damages or costs associated with the arbitration, or any damages other than as compensation for a breach of these Terms of Service. Nothing contained in this paragraph shall prevent the parties from settling any dispute at any time by mutual agreement. Should the parties agree to settle any dispute that has been referred to arbitration prior to the issuance of an arbitration judgment, they shall jointly so notify the arbitrator in writing, upon which the arbitration shall be terminated. Alternatively, the parties may agree in writing to set aside any award issued by an arbitrator under this paragraph, in which case such award shall have no further force or effect.

The arbitrator for any arbitration conducted pursuant to this Section 21 may impose sanctions for abuse or frustration of the arbitration process. Nothing in this Section 21 shall preclude any party from seeking a temporary restraining order or injunctive relief in a court of competent jurisdiction in order to protect its rights until such time as an arbitrator can be appointed. Any preliminary relief granted by the court shall be terminated upon issuance of the arbitrator's judgment, or of any alternative interim relief granted by the arbitrator, in favor of whatever relief the arbitrator shall award.-

22) Children's Issues. The Site is not directed for use by children who have not reached the "Minimum Age" (as defined below) without adult supervision. Children under such age must not use the Site or services offered on it without adult supervision, and are not permitted to become members of the Site or to otherwise submit any personally identifiable information. We do not knowingly collect personal information from children under the applicable Minimum Age. If you are under the applicable Minimum Age for your jurisdiction, do not use or provide any information on this Site or on or through any of its features/register on the Site, make any purchases through the Site, use any of the interactive or public comment features of this Site or provide any information about yourself to us, including your name, address, telephone number, email address, or any screen name or user name you may use. If we learn we have collected or received personal information from a child under the applicable Minimum Age without verification of parental consent, we will delete that information.

"Minimum Age" means (a) 18 years old for the People's Republic of China, (b) 16 years old for the Netherlands, (c) 14 years old for the United States, Canada, Germany, Spain, Australia and South Korea, and (d) 13 years old for all other countries. However, if law requires that you must be older in order for Ving to lawfully make the Site available to you (including the collection, storage and use of your information) then the Minimum Age is such older age. In all cases the Site is not for use by anyone under the age of 13.

23) Miscellaneous. These Terms and Services and the rights and duties hereunder cannot be assigned or delegated by you without the prior written consent of Ving!. Any assignment in violation of the preceding sentence shall be void and without effect. Subject to provisions hereof, these Terms of Service and the agreement created hereunder shall bind and inure to the benefit of the Parties hereto and their respective permitted successors and assigns. The language in these Terms of Use shall be construed as to its fair meaning and not strictly for or against either party. The headings in these Terms of Use are meant for convenience only, and shall not be deemed to affect the meaning or construction of any of the terms set forth herein. These Terms of Service, including the documents referenced by and incorporated into this document, constitute the entire agreement between you and Ving!, and such Terms of Service govern your use of our Site and your use of the Services, superseding all prior or contemporaneous agreements, understandings, or representations. Except as provided in Section 17 or as expressly provided elsewhere in these Terms of Service, nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity, other than the parties to these Terms of Service, any rights or remedies under or by reason of these Terms of Service.