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**Indemnification:** You agree to indemnify and hold harmless the Company, 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 Ving, including but not limited to your violation of this Agreement or any other policy or agreement governing your use of Ving or the Services.

**Notices:** All notices to the Company should be directed to Ving, c/o via680, LLC, 25 E. Boardman Street, STE 242 Youngstown, Ohio 44503. Attention: Chief Operating Officer. For notices that are directed to you as part of the Company’s general customer base, the Company may give notice by means of any of the following: (a) a general notice on the Service; (b) by electronic mail to your email address on record in the Company’s account information; or (c) by written communication sent by first class mail or pre-paid post to the Company’s address listed in the Company’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 email address on record in the Company’s account information; or (y) by written communication sent by first class mail or pre-paid post to your address listed in the Company’s account information.

8 Terms of Service
VING
**Governing Law:** These Terms of Service and the relationship between you and the Company are governed by the laws of the State of Ohio without regard to its conflict of law provisions.

**Arbitration:** You and the Company 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 may impose sanctions for abuse or frustration of the arbitration process. Nothing in this Section 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.

**Miscellaneous.** These Terms of Service and the rights and duties hereunder cannot be assigned or delegated by you without the prior written consent of the Company. 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 the Company, and such Terms of Service govern your use of our web application and your use of the Services, superseding all prior or contemporaneous agreements, understandings, or representations. Except 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.

**Modification of these Terms of Service.** The Company may update or change the terms, conditions, and notices
for Ving Services from time to time in order to reflect changes in the Services, changes in the law, or for other reasons as deemed necessary by the Company, in its sole discretion. Your continued access to or use of Ving after any such change shall constitute your consent to such change. Unless explicitly stated otherwise, any new features that change or improve Ving shall be subject to these Terms of Service, as modified from time to time. Upon modification of these Terms of Service, we will alert you via email or in-platform notification.