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Please read the Terms of Service carefully before you start to use Ving. By creating an account, you agree to, and accept without modification, all of the terms, conditions, and notices contained in these Terms of Services. If you do not want to agree to these Terms of Service or the Ving!® Privacy Policy, you must not access or use Ving.

By using and providing information into Ving, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all the foregoing eligibility requirements, or otherwise have the authorization and consent of a Sponsoring Organization for your use of Ving. If you do not meet all of these requirements, you must not access or use Ving.

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Unauthorized use of the Trademarks or Content would result in irreparable injury to the Company for which money damages would be inadequate and in such event, the Company will have the right, in addition to other remedies available at law and in equity, to immediate injunctive relief to prevent any such unauthorized use. You further agree to hold the Company harmless and to indemnify the Company for any and all direct or indirect damages that do arise as a result of your violation of any applicable policy. This provision will survive the termination or expiration of your account or subscription for Services.

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**Responsibility of Account Holder:** If you post Content to Ving, post links on Ving, or otherwise make (or allow any third party to make) Content available by means of Ving, you are entirely responsible for that Content, and any harm resulting from, that Content (including taking any action or implementing any policy or procedure as recommended by, or in reliance upon, the Content). Your responsibility applies regardless of the form of Content whether text, graphics, video, audio, or software.

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**Non-employee Viewers are viewers that:**

- Do not have access to Ving Creation or Dashboards.
- Do not have access to safety training or other stated premium Content.
• Are not employees or on the payroll of the licensing customer or user.

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“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 the Company to lawfully make Ving available to you (including the collection, storage and use of your information) then the Minimum Age is such older age. In all cases Ving is not for use by anyone under the age of 13.

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1. Identification of the copyrighted work that you believe to be infringed. Please describe the work, and where possible include a copy or the location (e.g., URL) of an authorized version of the work.

2. Identification of the material that you believe to be infringing and its location. Please describe the material, and provide us with its URL or any other pertinent information that will allow us to locate the material.

3. Your name, address, telephone number and (if available) e-mail address.

4. A statement that you have a good faith belief that the complained of use of the materials is not authorized by the copyright owner, its agent, or the law.

5. A statement that the information that you have supplied is accurate, and indicating that “under penalty of perjury,” you are the copyright owner or are authorized to act on the copyright owner’s behalf.

6. A signature or the electronic equivalent from the copyright holder or authorized representative.

Ving’s agent for copyright issues relating to the Services is as follows: Ving, c/o via680, LLC, 25 E. Boardman Street, STE 242 Youngstown, Ohio 44503. Attention: Copyright Agent. E-mail: support@vingapp.com.

The Company 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 the Company or others, the Company may, in its discretion, terminate or deny access to and use of Ving. In the case of such termination, the Company will have no obligation to provide a refund of any amounts previously paid to the Company.
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**Limitation of Liability:** In no event shall the Company, its licensors, suppliers, vendors, or affiliates be liable for any direct, indirect, punitive, incidental, special, or consequential damages, or any damages whatsoever including, without limitation, damages for loss of use, arising out of or in any way connected with the use or performance of Ving, with the delay or inability to use Ving, the provision or failure to provide Services, or for any information or Services obtained through Ving, or otherwise arising out of the use of Ving, whether based on contract, tort, negligence, strict liability, or otherwise, even if the Company or any of its affiliates has been advised of the possibility of damages. Because some states or jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. If you are dissatisfied with any portion of Ving, or with any of these Terms of Use, your sole and exclusive remedy is to discontinue using Ving. In no event will the Company's liability for any damages, losses, and causes of actions whether in contract or tort (including negligence or otherwise) exceed the actual dollar amount paid by you for Ving. 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.” If you are not a California resident, you waive your rights under any statute or common law principle similar to Section 1542 that governs your rights in the jurisdiction of your residence. If you are not a
California resident, you waive your rights under any statute or common law principle similar to Section 1542 that governs your rights in the jurisdiction of your residence.

**Usage and Overage Fees:** The Company 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 Ving. This refers to fees that may be incurred while viewing/consuming Content from Ving. When sending invitations via SMS (Short Message Service) to telephone numbers outside the USA, the Company will pass through the delivery costs as billed to the Company, the following month of the service incurred.

**Customer Support:** The Company may provide information about how to use Ving. If you have any questions about Ving or any problems that you would like to report, please contact us at support@vingapp.com. The Company Success and Support is included in your subscription fee. Onboarding and the level of continued The Company Success to which you are entitled depends on your The Company Plan Package described on the vingapp.com website for your product. Self-serve The Company Support is available 24/7 with answers to frequently asked questions, access to videos, documents, and best practices. You can access this information by contacting support@vingapp.com. Live chat and phone support services are available 7:30 AM to 5:00 PM Eastern Standard Time, Monday through Friday, excluding US National Holidays.

**Ending Your Subscription:** If you end your subscription in the middle of a billing cycle, you will not receive a refund for the remaining time left in your billing cycle. As a paid account holder, you must notify the Company by written email notification of your intention to cancel at least ten (10) business days before the expiration of your subscription (or any renewal of your subscription). Your subscription may be canceled for any reason, at the end of your current subscription period. To cancel, please email us at support@vingapp.com.

**Suspension of Services:** If you have given authorization to the Company to charge your credit card for payment of Services and your credit card payment is declined, you will lose access to your Ving account and receive notification to contact us to provide an alternate form of payment or provide us with updated information. If you owe the Company payment on your invoice and pay by check, we will give you five (5) business days’ prior notice that your account is overdue; after which, the Company 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, the Company reserves the right to suspend or terminate your subscription for the Services if your account becomes delinquent. Delinquent amounts are subject to the 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 the Company’s attorneys’ fees. If you believe a particular charge is incorrect, you must contact the Company in writing within 60 days of the payment date to be eligible to receive any credit.

**Termination and Restriction of Access:** In its sole discretion, the Company may terminate or suspend your access to Ving for breach of these Terms of Service or inactivity, or for any reason it deems appropriate. Any cancellation or termination by you or the Company shall not relieve you of any obligations to pay fees accrued prior to such cancellation or termination. Ving may be discontinued at any time without notice or refund, except for Services paid for and not yet rendered by the Company. The Company shall not be liable for any losses or damages arising from any such termination of service.
**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 these Terms of Service 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.

**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 Ving 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.