

## **TERMS OF USE**

Last Updated: 08/18/2024

### **TABLE OF CONTENTS**

- 1. AGREEMENT TO TERMS**
- 2. INTELLECTUAL PROPERTY**
- 3. USER REPRESENTATIONS**
- 4. MARKETPLACE OFFERINGS**
- 5. PURCHASES AND PAYMENT**
- 6. PROHIBITED ACTIVITIES**
- 7. USER GENERATED CONTRIBUTIONS**
- 8. CONTRIBUTION LICENSE**
- 9. SUBMISSIONS**
- 10. SITE MANAGEMENT**
- 11. TERM AND TERMINATION**
- 12. MODIFICATIONS AND INTERRUPTIONS**
- 13. GOVERNING LAW**
- 14. DISPUTE RESOLUTION**
- 15. CORRECTIONS**
- 16. DISCLAIMER**
- 17. LIMITATIONS OF LIABILITY**
- 18. INDEMNIFICATION**
- 19. USER DATA**
- 20. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES**
- 21. MISCELLANEOUS**
- 22. CONTACT US**

### **1. AGREEMENT TO TERMS**

These Terms of Use constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”, “yourself”) and Vital Ability LLC (DBA: Digivize Pro) (the “Site/s”) (“Company”, “we”, “us”, or “our”) concerning your access to and use of the Vital Ability LLC or Digivize Pro websites as well as any other media form, media channel, mobile website mobile application related, linked, or otherwise connected thereto (collectively, the “Site” OR “Sites”).

This Site is owned and operated by Vital Ability LLC. This Site is a company that provides an online marketplace for the following goods, products, and/or services (“the Marketplace Offerings”):

The following goods and services are available on our Vital Ability LLC Site:

- Life Coaching
- Consultant services
- Public Speaking
- Client Services
- Client Portal
- Peer Coach Services
- Freelance Services
- Blog
- Scholarship Program
- 3<sup>rd</sup> Party Contract Services

The following goods and services are available on our Digivize Pro Site:

- Digital Products and Services
- Professional Writing Services
- Content Creation for Courses and Workshops
- 3<sup>rd</sup> Party Contract Services
- Online Store

In order to help make the Sites a secure environment for the purchase and sale of Marketplace Offerings, all users are required to accept and comply with these Terms of Use. You agree that by accessing the Site and or the Marketplace Offerings, you have read, understood, and agree to be bound by all of these Terms of Use. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS OF USE, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SITES AND/OR THEIR MARKETPLACE OFFERINGS OR SERVICES AND YOU MUST DISCONTINUE USE IMMEDIATELY.

Supplemental terms and conditions or documents that may be posted on any of the Sites from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Use at any time and for any reason. We will alert you about any changes by updating the “Last updated” date of these Terms of Use, and you waive any right to receive specific notice of each such change. Please ensure that you check the applicable Terms every time you use our Site so that you understand which Terms apply. You will be subject to and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Use by your continued use of any of the Sites after the date such revised Terms of Use are posted.

The information provided on any of the Sites is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access any of the Sites from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

## **2. INTELLECTUAL PROPERTY RIGHTS**

Unless otherwise indicated, all content or Marketplace Offerings published and made available on any of the Sites is the property of Vital Ability LLC and the Sites creators. These are our proprietary property and all source code, database functionality, software, website designs, audio, video, text, documents, downloadable files, photographs, graphics, contracts, portals, and anything that contributes to the composition of our Sites (collectively, the “Content”) and the trademarks, service marks, logos, domains, contained therein (the Marks”) are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United States, international copyright laws, and international conventions. The Content and the Marks are provided on the Site “AS IS” for your information and personal use only. Except as expressly provided in these Terms of Use, no part of the Sites or the Marketplace Offerings and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

Provided that you are eligible to use any of the Sites, you are granted a limited license to access and use the Sites and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Sites, the Content, and the Marks.

## **3. USER REPRESENTATIONS**

By using the Sites or the Marketplace Offerings, you represent and warrant that:

1. You have the legal capacity and you agree to comply with these Terms of Use
2. You are not a minor in the jurisdiction in which you reside
3. You will not access the Sites or the Marketplace Offerings through automated or non-human means, whether through a bot, script or otherwise
4. You will not use the Sites for any illegal or unauthorized purpose; and
5. Your use of the Sites or the Marketplace Offerings will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of any of the Sites (or any portion thereof).

You may not use the Site or the Marketplace Offerings for any illegal or unauthorized purpose nor may you, in the use of Marketplace Offerings, violate any laws. Among unauthorized Marketplace Offerings are the following: intoxicants of any sort; illegal drugs or other illegal products; alcoholic beverages; games of chance, and pornography or graphic adult content, images, or other adult products. Postings of any unauthorized products or content may result in immediate termination of your account and a lifetime ban from us of any of the Sites.

We are a service provider and make no representations as to the safety, effectiveness, adequacy, accuracy, availability, prices, ratings reviews, guarantees, or legality of any of the information contained on the Sites or the Marketplace Offerings displayed or offered through the Sites. You understand and agree that the content of the Sites does not contain or constitute presentations to be reasonably relied upon, and you agree to hold us harmless from any errors, omissions, or misrepresentations obtained within the Site's content regardless of what we endorse or recommend. Marketplace Offerings and the Sites are provided for informational, educational, and advertising purposes only.

#### **4. MARKETPLACE OFFERINGS**

We make every effort to display as accurately as possible the colors, features, specifications, and details of the Marketplace offerings available on the Sites. However, we do not guarantee that the colors, features, specifications, and details of the Services or Marketplace Offerings will be accurate, complete, reliable, current, or free of other errors, and your electronic display may not accurately reflect the actual colors and details of the product. All Services and Marketplace Offerings are subject to availability, and we cannot guarantee that Marketplace Offerings will be in stock. Certain Marketplace Services or Offerings may be available exclusively online through the Sites. Such Services or Marketplace Offerings may have limited quantities or limited date of availability or cancellation or removal and are subject to return or exchange only according to our Return Policy of the specific Service or Marketplace Offerings provided.

We reserve the right to limit the Services or the quantities of the Marketplace Offerings offered or available on the Site. All descriptions or prices on the Services or Marketplace Offerings are subject to change at any time without notice, at our sole discretion. We reserve the right to discontinue any Service or Marketplace Offerings at any time for any reason. We do not warrant or guarantee that the quality of any of the Services or Marketplace Offerings purchased by you will meet your expectations or that any error in the Sites will be corrected.

#### **5. PURCHASES AND PAYMENT**

We accept the following forms of payment: Credit Card, PayPal, Stripe, Square. You agree to provide current, complete, and accurate purchase and account information for all purchases of Services or Marketplace offerings made via the Sites. You further agree to promptly update account and payment information, including email address, payment method, and payment card expiration date, so that we can complete your transactions and contact you as needed. Sales tax will be added to the price of purchases as deemed required by us. We may change prices at any time. All payments shall be in the form of US dollars. You agree to pay all charges at the prices then in effect for your purchases and any applicable shipping fees, and you authorize us to charge your chosen payment provider for any such amounts upon placing your order. We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment.

We reserve the right to refuse any order placed through any of the Sites. We may, in our sole discretion, limit or cancel services or quantities purchased per person, per household, or per

order. These restrictions may include orders placed by or under the same customer account, the same payment method, and /or orders that use the same billing or shipping address. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers, or distributors.

## **6. PROHIBITED ACTIVITIES**

You may not access or use our Sites for any purpose other than that for which we make the Sites available. The Sites may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of our Sites, you agree to use our Sites legally, not to use our Sites for illegal purposes, and not to:

- Systematically retrieve data or other content from the Sites to create or compile, directly or indirectly, a collection, compilation, databases, or directory without written permission from us.
- Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as usernames or passwords. Hack into the account of another user of the Site; Attempt to impersonate another user or person or use the username of another user.
- Circumvent, disable, or otherwise interfere with security-related features of the Sites, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Sites and/or the Content contained therein.
- Disparage, tarnish, or otherwise harm, in our opinion, us and /or the Sites.
- Use any information obtained from the Sites in order to harass, abuse, or harm another person; Harass or mistreat other users of our Site; Violate the rights of other users of our Site;
- Harass, annoy, intimidate, or threaten any of our employees, volunteers, or agents engaging in providing any portion of Services or Marketplace Offerings to you.
- Make improper use of our services or submit false personal history, false identity, or submit false reports of abuse or misconduct; act in any way that could be considered fraudulent.
- Use the Sites in a manner inconsistent with any applicable laws or regulations; Interfere with, disrupt, or create an undue burden on the Sites or the networks or services connected to the Sites; or attempt to bypass any measure of the Sites designed to prevent or restrict access to the Sites, or any portion of the Sites.

- Engage in unauthorized framing of or linking to the Sites.
- Subject the parent company, DBA Sites, affiliates, sponsors, clients, employees, volunteers or by representing oneself through Identity theft by uploading or transmitting (or attempting to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), Malware attempts, Catfishing, Phishing, that interferes with any party's uninterrupted use and enjoyment of the Sites or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Services or Marketplace Offerings.
- Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools
- Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1x1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
- Copy or adapt the Sites software, including but not limited to Flash, PHHP, HTML, JavaScript, or other code.
- Violate the intellectual property rights of the Site owners or any third party to the Site; Delete the copyright or other proprietary rights notice from any Content.
- Except as permitted by applicable law, decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Sites.
- Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Sites, or using or launching any unauthorized script or other software.
- Use a buying agent or purchasing agent to make purchases on the Site.
- Make any unauthorized use of the Services or Marketplace Offerings, including collecting usernames, and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.

- Use the Services or Marketplace Offerings as part of any effort to compete with us or otherwise use the Sites and/or the Content for any revenue-generating endeavor or commercial enterprise.
- Post any material that may be deemed inappropriate or offensive;
- Plagiarizing information, content, curricula, etc.
- If we believe you are using our Site illegally or in a manner that violates these Terms of Use, we reserve the right to limit, suspend, or terminate your access to our Sites. We also reserve the right to limit, suspend, or terminate your access to our Site. We also reserve the right to take any legal steps necessary to prevent you from accessing our Site.

## 7. USER GENERATED CONTRIBUTIONS

- The Sites may or may not offer users an opportunity to submit or post content. We may or may not provide you with the opportunity to create, submit, post, display, transmit, perform, publish, e-publish, distribute, or broadcast content and materials to us or on the Sites, including but not limited to text, writings, video, audio photographs, graphics, comments, suggestions, access through a client portal, public comments; feedback; reviews, sharing website address, email addresses, various page links elsewhere, messages sent through Contact Page, or personal information or other material (collectively: "Contributions"). Contributions may or may not be viewable by other users of the Site and through third-party websites unless otherwise stated. As such, any Contributions to transmit may be treated in accordance with the Site Privacy Policy. When you create or make available any Contributions, you thereby represent and warrant that:
  - The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.
  - You are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, the Sites, and other users of the Sites to use your Contributions in any manner contemplated by the Sites and these Terms of Use.
  - You have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Sites and these Terms of Use.
  - Your Contributions are not false, inaccurate, or misleading.

- Your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.
- Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us).
- Your Contributions do not violate any applicable law, regulation, or rule.
- Your Contributions do not violate the privacy or public safety rights of any third party.
- Your Contributions do not violate any applicable law concerning child pornography or otherwise intended to protect the health or well-being of minors.
- Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.
- Your Contributions do not otherwise violate or link to material that violates any provision of these Terms of Use, or any applicable law or regulation.

Any use of the Sites, Services, or Marketplace Offerings in violation of the foregoing violates these Terms of Use and may result in, among other things, termination or suspension of your rights to use the Sites, Services, and the Marketplace Offerings.

## 8. CONTRIBUTION LICENSE

You and the Sites agree that we may access, store, process, and use any information and personal data that you provide following the terms of the privacy policy and your choices (including settings).

By submitting suggestions for other feedback regarding the sites, you agree that we can use and share such feedback for any purpose without compensation to you.

We do not assert any ownership of your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area on the sites. You are solely responsible for your Contributions to the Sites and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

## 9. SUBMISSIONS

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Sites or the marketplace offerings (“Submissions”) provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and

dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you. You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your **Submissions**.

## **10. SITE MANAGEMENT**

We reserved the right, but not the obligation, to:

1. Monitor the sites for violations of these Terms of Use.
2. Take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Use, including without limitation, reporting such user to law enforcement authorities
3. In our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof.
4. In our sole discretion and without limitation, notice, or liability, to remove from the Sites or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems and
5. Otherwise manage the Sites in a manner designed to protect our rights and property and to facilitate the proper functioning of the Sites and the Marketplace Offerings.

## **11. TERM AND TERMINATION**

These terms of use shall remain in full force and effect while you use the site. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF USE, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SITES AND THE MARKETPLACE OFFERINGS (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON, FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION, FOR BREACH OF ANY REPRESENTATION, WARRANTY OR COVENANT CONTAINED IN THESE TERMS OF USE OR ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SITES AND THE MARKETPLACE OFFERINGS OR DELETE ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including, without limitation, pursuing civil, criminal, and injunctive redress.

## **12. MODIFICATIONS AND INTERRUPTIONS**

We reserve the right to change, modify, or remove the contents of the Sites at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Sites. We also reserve the right to modify or discontinue all or part of the Services or Marketplace Offerings without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Sites, Services, or Marketplace offerings.

We cannot guarantee the Sites, Services, and Marketplace Offerings will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the site, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Sites, Services, or the Marketplace Offerings at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Site, Services, or the Marketplace Offerings during any downtime or discontinuance of the Sites, Services or the Marketplace Offerings. Nothing in these Terms of Use will be construed to obligate us to maintain and support the Sites, Services, or the Marketplace Offerings or to supply any corrections, updates, or releases in connection therewith.

## **13. GOVERNING LAW**

These terms shall be governed by and defined following the laws of Michigan State. Vital Ability LLC and yourself irrevocably consent that the courts of Michigan State shall have exclusive jurisdiction to resolve any dispute that may arise in connection with these terms.

## **14. DISPUTE RESOLUTION**

### **Informal Negotiations**

To expedite resolution and control the costs of any dispute, controversy or claim related to these Terms of Use (each “Dispute” and collectively, the “Disputes”) brought by either you or us (“individually, a “Party” and collectively, the “Parties”), the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least 30 days before initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.

### **BINDING ARBITRATION**

Any dispute arising out of, or in connection with this contract, including any questions regarding its existence, validity, or termination shall be referred to and finally resolved by Arbitrator Services chosen by Vital Ability, LLC. The number of arbitrators may consist of 1 or 2. The seat or legal place of arbitration shall be Michigan State. The language of the proceedings shall be English. The governing law of the contract shall be the substantive law of Michigan State in the United States.

## **15. RESTRICTIONS**

The parties agree that any arbitration shall be limited to the dispute between the parties individually to the full extent permitted by law

- a) No arbitration shall be joined with any other proceeding.
- b) There is no right or authority for any dispute to be arbitrated on a class action basis or to utilize class action procedures and
- c) There is no right or authority for any dispute to be brought in a purported representative capacity on behalf of the general public. Or any other persons.

### **Exceptions to Informal Negotiations and Arbitration**

The parties agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration

- a) Any Disputes seeking to enforce or protect, or concerning the validity of, any of the intellectual property rights of a Party
- b) Any Dispute related to arising from allegations of theft, piracy, invasion of piracy or unauthorized use and
- c) Any claim for injunctive relief. If this provision is found to be illegal or unenforceable, then neither party will elect to arbitrate any Dispute failing within that portion of this provision found to be illegal or unenforceable, and such Dispute shall be decided by a court of competent jurisdiction. Within the courts listed for jurisdiction above, and the parties agreed to submit to the personal jurisdiction of that court.

## **16. CORRECTIONS**

There may be information on the Sites that contain typographical errors, inaccuracies or omissions that may relate to content, Services, the Marketplace Offerings, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Sites or Services at any time without prior notice.

## **17. DISCLAIMER**

THE SITES AND THE MARKETPLACE OFFERINGS ARE PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SITES AND OUR SERVICES WILL BE AT YOUR SOLE RISK TO THE FULLEST EXTENT PERMITTED BY LAW. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SITES, SERVICES, AND THE MARKETPLACE OFFERINGS AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SITES CONTENT OR THE CONTENT

OF ANY WEBSITES LINKED TO THE SITES AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY

1. ERRORS, MISTAKES OR INACCURACIES OF CONTENT AND MATERIALS
2. PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SITES
3. ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND OR FINANCIAL INFORMATION STORED THEREIN.
4. ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITES, SERVICES, OR THE MARKETPLACE OFFERINGS
5. ANY BUGS, VIRUSES, TROJAN HORSES OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD PARTY AND/OR
6. ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS, OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITES. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

## **18. LIMITATIONS OF LIABILITY**

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, VOLUNTEERS, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SITES, ITS SERVICES, OR THE MARKETPLACE OFFERINGS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE LESSER OF THE AMOUNT PAID, IF ANY, BY YOU TO US. CERTAIN US STATE LAWS AND INTERNATIONAL LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO YOU AND YOU MAY HAVE ADDITIONAL RIGHTS.

## **19. INDEMNIFICATION**

You agreed to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, volunteers, and all of our respective officers, agents, partners, and employees from and against any loss, damage, liability, claim, or demand, including reasonable attorney's fees and expenses made by any third party due to arising out of:

1. Use of our Services or the Marketplace Offerings
2. Breach of these Terms of Use
3. Any breach of your representations and warranties set forth in these Terms of Use
4. Your violation of the rights of a third party, including but not limited to intellectual property rights or
5. Any overt harmful act towards any other user of the Sites or the Marketplace Offerings with whom you connected via the Sites. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it

## **20. USER DATA**

We will maintain certain data that you transmit to the Sites for the purpose of managing the performance of the Services, or Marketplace Offerings, as well as data relating to your use of Services and Marketplace Offerings. Although we perform regular routine backups of data, you are solely responsible for the data you transmit or that relates to any activity you have undertaken using the Services or Marketplace offerings. You agree that we shall have no liability to you for any loss or corruption of any such data and you hereby waive any right of action against us arising from any such loss or corruption of such data.

## **21. ELECTRONIC COMMUNICATIONS, TRANSACTIONS AND SIGNATURES**

Visiting the site, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications. We provide to you electronically via e-mail client portal and on the sites satisfy any legal requirement that such communications be in writing. You hereby agree to the use of electronic signatures, contracts, orders and other records and to electronic delivery of notices policies. And records of transactions initiated or completed by us or via the Site. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances or other laws in any jurisdiction which require an original signature or delivery or retention of non electronic records. Or to payments of the banting of credits by any means other than electronic means.

## **22. MISCELLANEOUS**

These Terms of Use and any policies or operating rules posted by us on the Site or in respect to services or the Marketplace offerings constitute the entire agreement and understanding between you and us our failure. To exercise or enforce any rights or provisions of these Terms of Use shall not operate as a waiver of such right or provision. These Terms of Use operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at anytime. We shall not be responsible or liable for any loss, damage, delay or failure to act caused by any cause beyond our reasonable control.

If any, provision or part of the provision of these Terms of Use is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these terms of use and does not affect the validity and enforceability of any remaining provisions. There is no joint venture partnership employment. OR agency relationship created between you and us as a result of these Terms of Use or use of the Services or Marketplace Offerings. You agree that these Terms of Use will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Terms of Use and the lack of signing by the parties hereto, to execute these Terms of Use.

## **23. CONTACT US**

In order to resolve any complaints regarding any of our Sites or Offerings or to receive further information regarding use of the Sites or the Offerings, please contact us at:

Vital Ability LLC  
Email: [myvitalability@gmail.com](mailto:myvitalability@gmail.com)

Digivize Pro  
Email: [digivizepro@gmail.com](mailto:digivizepro@gmail.com)