

## TERMS OF USE

Please read these Terms of Use (the “**Terms**”) carefully before you start to use this website. The websites, including but not limited to [www.viceadas.com](http://www.viceadas.com) and [app.viceadas.com](http://app.viceadas.com) (the “**Site**”), are owned by Vice ADAS, Inc. (“**Company**,” “**we**,” “**us**,” “**our**”). Company and its affiliates provide the Site to you (the “**user**”, “**you**”, and “**your**”, as applicable) for your personal use only and subject to your acceptance of and compliance with these Terms. These Terms are effective as of January 3, 2025. This version of these Terms replaces and supersedes any prior terms of use applicable to the Site. You may use the Site for lawful purposes only, in accordance with these Terms. You agree to abide by all applicable international, federal, state, and local laws and regulations in your use of the Site.

### 1. Binding Effect

These Terms constitute a legally binding agreement between you and Company. By using the Site, you: (1) acknowledge that you have read and understood these Terms; (2) represent that you are 18 years of age or older and of legal age to enter into a binding agreement; and (3) accept these Terms and agree that you are legally bound by them. Your use of the Site manifests your agreement to be bound by these Terms each time you access the Site. **If you do not agree to any of these Terms, do not use or access the Site.**

### 2. General Use, License, and Termination

Company grants you a limited, nonexclusive, nontransferable, revocable right to make use of the Site, regardless of the medium by which the Site is accessed by you (e.g., via a web or mobile browser). You may view, copy, download, or print materials from the Site for your own personal use only. In this context, “personal use” does not include posting, uploading, or otherwise publishing the materials for any commercial purpose, except with our express written permission. This right does not include any rights not specifically enumerated herein.

You acknowledge that your use of the Site is at our sole discretion and your use of the Site may be terminated by us at any time, for any reason or for no reason. We reserve the right, in our sole discretion, to refuse service, to block or prevent future access to and use of the Site, to terminate any user’s account, where applicable, and to alter or delete any material submitted to the Site through the user’s account, where applicable. Following termination of your right to use the Site, these Terms shall apply to the extent practicable.

The Site is intended for use by those who are eighteen (18) years of age or older only. By using the Site, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet these requirements, you must not access or use the Site.

### 3. Prohibited Conduct and Activities

Except as expressly provided in these Terms, and without altering the scope of the right to use the Site granted to you, you are hereby prohibited from: (a) modifying, adapting, translating, copying, reproducing, imitating, distributing, publishing, or reselling the Site or any of the content on the Site; (b) bypassing any technical measures used to prevent or restrict access to any portion of the Site; (c) reverse engineering, decompiling, disassembling, or otherwise obtaining the source code of the Site, except as interpreted and displayed in a web browser; (d) using or attempting to use any data mining, robot, spider, or similar automated or manual data gathering and extraction tools to access the Site’s listings or content; (e) circumventing or attempting to circumvent the security of the Site; (f) interfering or attempting to interfere with the proper working of the Site or otherwise engage in any other conduct that restricts or

inhibits anyone's use or enjoyment of the Site, or which, as determined by us, may harm Company or users of the Site or expose them to liability; (g) altering or modifying, or attempting to alter or modify any part of the Site; (h) attempting to gain unauthorized access to any portion of the Site or any systems or networks connected to the Site through hacking, cracking, mining, phishing, or any other means; (i) accessing or attempting to access password protected, secure, or non-public areas of the Site, except as authorized by Company; (j) taking any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Site or any systems or networks connected to the Site; (k) using reports, content, electronic documentation, or other materials available on the Site to feed any downstream product, application, or website; (l) engaging in any activity that markets another business or attracts Company users to a third party; (m) making commercial use of the Site or any of its content; (n) using the Service to stalk, harass, bully, or harm another person; or (o) engaging in or promoting illegal activities.

#### **4. Intellectual Property Rights**

Unless otherwise noted, all content provided on the Site, including images, illustrations, designs, icons, photographs, video clips, text, and other material, is the property of Company or its suppliers, licensors, talent, partners, or affiliates and is protected by United States and international copyright laws. Any and all content on the Site is either the property of Company or is used by us with the permission of its owner. The compilation of the Site is the exclusive property of Company and is protected by United States and international copyright laws. You agree that you will not take any actions inconsistent with Company's ownership of the Site and content.

The trademarks, logos, and service marks displayed on the Site are owned by Company and other third parties, and the Site's trade dress is owned by Company. All trademarks not owned by Company are the property of their respective owners, and, where used by Company, are used with permission. Nothing contained on the Site may be construed as granting, by implication, estoppel, or otherwise, any right or license to use any trademark. Company's trademarks and/or trade dress may not be copied, imitated, or used, in whole or in part (including use in metatags or in hidden text), without our prior written permission. You agree that you will not take any actions inconsistent with Company's ownership of, or any third party's ownership of, the trademarks and trade dress used on the Site.

Except as we may expressly authorize, you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from the materials on the Site, including any copyrighted or trademarked content. You may only use the materials and content on the Site as expressly permitted in these Terms and for no other purpose. Any unauthorized use of any content or materials on the Site is strictly prohibited and may violate copyright and trademark laws, and/or the laws of privacy, publicity, and/or communications regulations and statutes.

#### **5. User Account**

Before you can make use of certain services associated with the Site, you may be required to register with the Site, create an account, and agree to the terms and conditions in our Service Agreement. You may access a copy of the Service Agreement through the link provided on our website at [app.viceadas.com](http://app.viceadas.com). You agree and warrant that all information you provide to us through the Site, including but not limited to any contact information or registration information, is truthful, accurate, and up-to-date. You further agree to maintain the accuracy of your account information and to inform us promptly of any changes to your information, including but not limited to any changes to your email address.

You are responsible for maintaining the confidentiality of your account and password, and you agree to accept responsibility for all activities that occur under your account. You agree to immediately notify us of any unauthorized use of your account or any other breach of security you become aware of. We are neither responsible for, nor liable, for any loss or other injury that you may incur as a result of someone else using your user account or password, either with or without your knowledge.

By creating an account with the Site, you consent to receive communications from us electronically via the email address associated with your account. Although you can opt-out of receiving promotional communications, we reserve the right to email you informational communications about your account or administrative notices regarding the Site, as permitted under the CAN-SPAM Act.

You are expressly prohibited from selling, trading, or transferring your account (including but not limited to, selling, trading, or transferring emails associated with such account). We have final discretion in granting accounts and reserve the right to reject users without explanation.

## **6. Payment Processing**

We use a third-party payment processor (the “**Payment Processor**”) to process any payments made through the Site. The processing of payments will be subject to the terms, conditions, and privacy policies of the Payment Processor in addition to these Terms. Company is not responsible for these financial transactions, the security of your financial information with respect to these transactions, and any errors by the Payment Processor. You acknowledge and agree that we are not responsible for any unauthorized charges or other breach of your financial information and/or security.

By making payments through the Site, you agree to pay us—through the Payment Processor—all charges at the prices then in effect for any use of such payment processing in accordance with the applicable payment terms and you authorize us, through the Payment Processor, to charge your chosen payment provider (your “**Payment Method**”). You agree to make payment using that selected Payment Method. We reserve the right to correct any errors or mistakes that the Payment Processor makes even if it has already requested or received payment.

The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution, credit card issuer, or other provider of your chosen Payment Method. If we, through the Payment Processor, do not receive payment from you, you agree to pay all amounts due upon demand.

## **7. Submission of Content and User Activity**

From time to time, we may make available on the Site certain services, features, or sections that allow users to post or upload materials to the Site. You understand that all information, communications, data, text, software, music, sound, photographs, graphics, videos, messages, or other materials (“**Content**”), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. Therefore, you, and not Company, are solely responsible for all Content that you upload, post, email, transmit, or otherwise make available through the Site or any related services.

You represent and warrant that you own or otherwise control all the rights, titles, and interests to any Content that you upload, transmit, or otherwise make available through the Site, that use of any Content you provide does not violate the intellectual property rights or any other rights of any third parties, and that use of Content you provide will not cause injury to any person or entity.

Without limiting the foregoing, you represent and warrant that you will not: (a) provide any Content that is unlawful (according to local, state, federal or international law) or any Content that advocates illegal

activity; (b) provide any Content that is defamatory, false, or libelous, or that contains unlawful, harmful, threatening, harassing, discriminatory, abusive, profane, pornographic or obscene material; (c) provide any Content that you do not have a right to provide under law or under a contractual or fiduciary relationship; (d) violates the intellectual property rights of other; (e) provide any Content that contains software viruses or other harmful devices; or (f) impersonate any other person or entity or forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content you provide.

When you post or submit Content to the Site, you hereby expressly grant Company a royalty-free, perpetual, non-exclusive, irrevocable right and license to use, reproduce, adapt, modify, publish, edit, translate, perform, transmit, sell, exploit, sublicense, or otherwise distribute and display Content and any ideas, concepts, know-how, or techniques contained therein for any reason and in any manner it chooses, alone or as a part of other works, in any form, medium or technology now known or later developed, without restriction and without compensation of any kind to you, and you waive all moral rights in all such Content. Therefore, we request that you not provide us Content in which you do not wish to grant us rights.

Company disclaims any and all liability for any Content emailed, transmitted, posted, or otherwise made available via the Site. The opinions expressed in postings or other Content on the Site may not represent the views or opinions of Company or its advertisers, sponsors, affiliated or related entities. We do not represent or guarantee the truthfulness, accuracy, or reliability of any Content. Any Content on the Site is provided "as is." You understand that by using the Site, you may be exposed to Content and Non-User Content that is inaccurate, offensive, indecent, or objectionable. Under no circumstances will we be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Site. You should be aware that your use of and reliance on Content is at your own risk.

Company has no obligation to review, monitor, delete, or edit the Site, including user Content. However, you acknowledge and agree that Company has the right to do so at any time in its sole discretion, for any reason or no reason, with or without notice. We shall not be liable for any alteration or deletion of any Content. You acknowledge, consent, and agree that Company may access, preserve, and disclose any inappropriate conduct, your account information, and any Content you submit if required to do so by law or in a good faith belief that such access, preservation, or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce these Terms; (c) respond to claims that any Content violates the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property, or personal safety of Company, its affiliates, personnel, other users, and the public.

## **8. Correction of Errors and Inaccuracies; Limitations on Services**

The information on the Site may contain typographical errors or inaccuracies, and may not be complete or current. Company therefore reserves the right to correct any errors, inaccuracies, or omissions, and to change or update information at any time without prior notice. Please note that such errors, inaccuracies, or omissions may relate to service descriptions, pricing, and availability. Company also reserves the right to limit the scope of services (including after you have submitted your request). Company apologizes for any inconvenience this may cause you.

## **9. Links to Third Party Sites**

The Site may contain links to third-party websites or other resources, which we may have no direct control and all of which may have their own set of rules and guidelines for usage of their sites and services.

Company does not endorse, and we shall not be responsible or liable for, any content, advertising, products, or other materials on or available from such sites or resources.

For your protection, please refer to the terms of service and privacy policies of those respective websites. You acknowledge, understand, and agree that Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of, or reliance on, any such content, goods, or services available on such other websites. Company shall not be liable for any errors or delays in the content, goods, or services available on such other websites, or for any actions taken or not taken in reliance thereon. The links are provided “as is” and use of such links is at your own risk.

## **10. Disclaimer of Warranties**

THE SITE, ITS CONTENT, AND ANY ASSOCIATED SERVICES ARE PROVIDED BY COMPANY ON AN “AS IS” AND “AS AVAILABLE” BASIS. INFORMATION ACCESSIBLE THROUGH THE SITE IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND FOR YOUR CONVENIENCE. YOUR USE OF AND RELIANCE ON THE SITE AND ANY CONTENT AVAILABLE IS AT YOUR OWN RISK. YOU ACKNOWLEDGE THAT INFORMATION TRANSMITTED THROUGH THE INTERNET IS NEVER COMPLETELY SECURE.

TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, COMPANY DISCLAIMS ANY AND ALL EXPRESS, IMPLIED, STATUTORY, OR OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, SUITABILITY, AVAILABILITY, ACCURACY, RELIABILITY, COMPLETENESS OR TIMELINESS OF CONTENT, AND OF NON-INFRINGEMENT, AS WELL AS WARRANTIES ARISING THROUGH COURSE OF DEALING, USAGE, OR TRADE. COMPANY IS NOT RESPONSIBLE FOR TYPOGRAPHICAL ERRORS OR OMISSIONS RELATING TO PRICING, TEXT, PHOTOGRAPHY OR ANY OTHER CONTENTS ON THE SITE.

COMPANY FURTHER MAKES NO REPRESENTATIONS OR WARRANTIES THAT YOUR USE OF THE SITE WILL BE CONTINUOUS, UNINTERRUPTED, ERROR-FREE, VIRUS-FREE, OR THAT THE SITE WILL MEET YOUR REQUIREMENTS. COMPANY FURTHER MAKES NO REPRESENTATIONS OR WARRANTIES THAT COMMUNICATIONS BETWEEN YOU AND COMPANY, OR ANOTHER USER OF THE SITE, WILL BE SECURE FROM INTERFERENCE, VIRUS-FREE, OR FREE OF OTHER HARMFUL COMPONENTS.

THE SITE IS CONTROLLED, OPERATED, AND ADMINISTERED BY COMPANY FROM ITS OFFICES WITHIN THE UNITED STATES. COMPANY MAKES NO WARRANTY OR REPRESENTATION THAT MATERIAL AVAILABLE THROUGH THE SITE IS LEGAL, APPROPRIATE, OR AVAILABLE FOR USE OUTSIDE THE UNITED STATES. IF YOU ACCESS THE SITE FROM A LOCATION OUTSIDE THE UNITED STATES, YOU ARE RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE LAWS AND COMPANY ACCEPTS NO RESPONSIBILITY FOR SUCH ACCESS. ANY OFFER FOR ANY SERVICE OR PRODUCT MADE IS VOID WHERE PROHIBITED.

## **11. Limitations of Liability**

NEITHER COMPANY NOR ANY OF COMPANY’S EMPLOYEES, SUBSIDIARIES, AFFILIATES, AGENTS, REPRESENTATIVES, DISTRIBUTORS, OR LICENSORS WILL BE LIABLE FOR ANY DAMAGES OF ANY KIND, UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTORY OR OTHERWISE), ARISING FROM OR OTHERWISE RELATED TO YOUR USE OF, OR INABILITY TO USE, THE SITE OR THE ASSOCIATED SERVICES, INCLUDING BUT NOT LIMITED TO: (1) PERSONAL INJURY, PROPERTY DAMAGE, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, LOST DATA ,OR LOST PROFIT; (2) ATTORNEYS’ FEES; OR (3) ANY OTHER INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, EVEN IF COMPANY HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

WITHOUT LIMITING THE FOREGOING, COMPANY WILL NOT BE LIABLE FOR ANY DAMAGE TO YOUR COMPUTER, TELECOMMUNICATION EQUIPMENT, OR OTHER PROPERTY CAUSED BY OR ARISING FROM YOUR ACCESSING OR USE OF, OR INABILITY TO USE, THE SITE, OR FROM YOUR DOWNLOADING OF ANY CONTENT OR MATERIALS FROM THE SITE, OR FOR ANY DAMAGES ARISING OUT OF A THIRD PARTY'S UNAUTHORIZED ACCESS TO AND USE OF YOUR PERSONAL INFORMATION STORED ON COMPANY'S COMPUTERS AND/OR SERVERS. COMPANY WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND THAT YOU ALLEGE ARISE OUT OF OR ARE RELATED TO YOUR USE OF COMPANY'S SITE AND ASSOCIATED SERVICES.

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF COMPANY, OR ITS PARENT, EMPLOYEES, SUBSIDIARIES, AFFILIATES, AGENTS, REPRESENTATIVES, DISTRIBUTORS, OR LICENSORS—WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), PRODUCT LIABILITY, STRICT LIABILITY, OR OTHER THEORY—ARISING OUT OF OR RELATING TO THE USE OF THE SITE EXCEED THE TOTAL AMOUNT YOU PAID TO COMPANY TO ACCESS THE SITE WITHIN THE PRECEDING THREE (3) MONTHS.

CERTAIN STATE 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, EXCLUSIONS OR LIMITATION MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

## **12. Indemnification and Remedies**

You agree to indemnify, defend, and hold harmless Company and its employees, subsidiaries, affiliates, agents, representatives, distributors, and licensors, from and against any claim, judgment, demand, damages, cost, expenses, and liabilities, including reasonable attorneys' fees, which may arise from or be related to: (a) your use of the Site; (b) Content you post or submit to the Site; or (c) your breach of any provision of these Terms or any warranty provided hereunder. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

You agree that if you are dissatisfied with the Site or any services offered in connection with the Site, do not agree with any part of these Terms, or have any other dispute or claim with or against Company with respect to these Terms or the Site, your sole and exclusive remedy is to discontinue using the Site.

## **13. Choice of Law and Venue**

The laws of the State of Delaware shall govern the validity, performance, enforcement, interpretation, and any dispute that may arise between the parties with respect to these Terms, without giving effect to any principles of conflicts of laws. The parties agree that any action or proceeding arising out of these Terms or your use of the Site, whether at law or in equity, must be brought in the state or federal courts located in New Castle County, Delaware and you hereby irrevocably and unconditionally consent to the exclusive personal jurisdiction of such courts. You further agree to file any cause of action with respect to these Terms within one (1) year after the cause of action arises. You agree that a cause of action filed after this date is barred.

## **14. General Terms**

These Terms, including any documents referenced herein, represents the entire understanding between you and Company regarding your relationship with Company and use of the Site, and supersedes all other agreements, express or implied, written or oral, between you and Company. These Terms shall not be modified except as provided for herein or in writing, signed by an authorized representative of Company.

If any provision of these Terms is determined to be invalid or unenforceable for any reason whatsoever, the remainder of these Terms shall be enforced to the extent possible, and the offending provision shall be treated as though not a part of these Terms. Company's failure to act with respect to a breach of these Terms by you or others does not constitute a waiver of its rights with respect to that breach or any subsequent breach, nor shall it constitute a waiver of any other rights under these Terms. Notwithstanding any provision of these Terms, Company has available all remedies at law or equity to enforce these Terms. Company shall have the right to assign these Terms and to sublicense any and all of its rights under these Terms.

You acknowledge and agree that the provisions, disclosures, and disclaimers set forth in these Terms reflect a fair and reasonable allocation of risk between you and Company, and is not the result of fraud, duress, or undue influence exercised upon you by any person or entity. Any rights not expressly granted herein are reserved.

The provisions of these Terms that by their sense and context are intended to survive the performance of the Terms shall survive termination of these Terms, including but not limited to provisions relating to: disclaimer of warranties, ownership, confidentiality, damage limitations, venue, jurisdiction, and indemnification.

## **15. Privacy Policy**

Company respects and is committed to the security and confidentiality of your personal information. Please review our Privacy Policy, which also governs your use of the Site, to understand Company's privacy practices. By visiting or using the Site, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy, which is hereby incorporated by reference into these Terms. A copy of our Privacy Policy can be accessed at [here](#).

## **16. Changes to these Terms**

We reserve the right, in our sole discretion, to revise these Terms at any time. Any changes to these Terms will be included in a revised version accessible through the Site. Your continued use of the Site following posting of any changes to these Terms constitutes your unconditional acceptance and agreement to be bound by the changed terms. Accordingly, we urge you to review these Terms at the start of each use of the Site. **If you do not agree to these revised Terms of Use, do not access or use the Site.**

## **17. Notices**

Where required, Company may give notice to you by a general posting in the Site, by electronic mail, or by conventional mail to your address of record. You may give notice to Company by electronic mail or by conventional mail to the address below. If you have any questions about these Terms, the practices of the Site, or your dealings with Company, please contact us at:

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