

# Privoro Terms of Use

**REVISION DATE: August 26, 2019**

FOR MORE INFORMATION OR IF YOU HAVE ANY QUESTIONS ABOUT THESE TERMS OF USE, PLEASE CONTACT US BY GOING TO [PRIVORO.COM/SUPPORT](https://privoro.com/support) TO SUBMIT A SUPPORT TICKET WITH YOUR REQUEST.

## 1. ACCEPTANCE OF TERMS OF USE

These terms of use are entered into by and between You and Privoro, LLC (“Company”, “we” or “us”). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these “Terms of Use” or “Agreement”), govern your access to and use of [privoro.com](https://privoro.com) (including any content, functionality, and services now existing or later developed, including services or applications offered on or through [privoro.com](https://privoro.com) (the “Site”)), our downloadable mobile, cloud-based, or desktop application(s), firmware or other software (each, an “App”, and collectively with our hardware systems and solutions, the “Products”), whether as a guest or a registered user.

Please read the Terms of Use carefully before you start to use the Site or any applications. By (i) accessing, browsing, subscribing to, and using the Site or any applications; and (ii) by using any Company software, including content, functionality, services, mobile application, and any customizations made to the services provided or offered by Company via the Site or (collectively, the “Services”), you acknowledge that you have read, understood, accept, and agree to be bound by this Agreement, to abide by these Terms of Use, and to comply with all applicable laws and regulations. If you do not agree to these terms, you must not access or use the Site or any of the Services. You also acknowledge that the Services may be made by (i) certain of the Company’s subsidiaries and affiliates; and/or (ii) independent third-party providers.

This Site is offered and available to users who are 18 years of age or older, and meet all of the foregoing eligibility requirements. If you do not accept all of the terms and conditions of this Agreement, do not register on the Site, purchase the Services offered on the Site, or access any portion of the Site which may be password-restricted. **YOUR ACCESS TO THE SITE OR USE OF ANY SERVICES ON THE SITE CONSTITUTES YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS.**

The owner of the Site is based in the state of Arizona in the United States, and the material provided through our Site and the Services is protected by law, including,

but not limited to, United States copyright law and international treaties. Access to the Site may not be legal by certain persons or in certain countries. If you access the Site from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

## 2. CHANGES TO THE TERMS OF USE

From time to time and in our sole discretion, we may modify this Agreement and post those modifications to the Site. All changes are effective immediately when we post them, and apply to all access to and use of the Site thereafter. However, any changes to the dispute resolution provisions set out in Governing Law and Jurisdiction will not apply to any disputes for which the parties have actual notice before the date the change is posted on the Site.

Your continued use of the Site following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

## 3. ACCESSING THE SITE, REGISTRATION, ACCOUNTS, AND PASSWORDS

We reserve the right to withdraw or amend the Site, and any service or material we provide on the Site, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Site is unavailable for any period of time. From time to time, we may restrict access to some parts of the Site, or the entire Site, to users, including registered users.

You are responsible for making all arrangements necessary for you to have access to the Site and ensuring that all persons who access the Site through your internet connection are aware of these Terms of Use and comply with them.

To access the Site or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Site that all the information you provide on the Site is correct, current, and complete. We may terminate your access to our Site and to the Services if we learn that you have provided us with false or misleading registration data. You agree that all information you provide to register with this Site or otherwise, including but not limited to through the use of any interactive features on the Site, is governed by our Privacy Policy located at [Privoro.com/Legal](https://privoro.com/legal), which is hereby incorporated by reference herein,



PRIVORO®

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and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Site or portions of it using your user name, password, or other security information. You are solely responsible for maintaining the confidentiality of your password and account, and you are solely responsible for all use of your password or account, whether authorized by you or not. Company cannot and will not be liable for any loss or damage arising from your failure to comply with the terms of this Agreement. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. Notwithstanding anything to the contrary herein, you acknowledge and agree that you shall have no ownership or other property interest in your Account, and you further acknowledge and agree that all rights in and to your Account are and shall forever be owned by and inure to the benefit of Company.

We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

If you have opted in to receive special offers from Company via email, or otherwise, you can unsubscribe via the links provided in the email at any time or by going to [Privoro.com/Support](https://Privoro.com/Support) to submit a support ticket with your request. By opting in to receive special offers from us, you consent to receiving, from time to time, text messages or emails which may include alerts, promotions, offers, polls, and giveaways.

## 4. BETA PRODUCTS

From time to time, Company may develop one or more products, including mobile applications or hardware (each, a “Beta Product”), which you may be invited to test. In the event you test a Beta Product, you will be deemed a “Beta User” for the purposes of these Terms of Use. In consideration for receiving the right to use and access the Beta Product for testing, you agree to use the Beta Product in its daily operations so as to test the Beta Product’s functionality, performance, and reliability. You agree to use the Beta Product in accordance with the provisions of these Terms of Use, including this Section 4. You agree to, upon request of Company, provide

feedback, which may include ideas for improvements and enhancements, about the features, performance, and reliability of the Beta Product (“Feedback”) and all such Feedback is and shall be exclusively owned by Company. You shall assign and hereby assigns to Company all right, title, and interest in, and Company is free to use, without any attribution of compensation to Beta User, any ideas, know-how, concepts, techniques, and all applicable intellectual property rights relating to the Feedback for any purpose whatsoever.

While information is collected and used in accordance with the Privacy Policy, you hereby grant to Company a royalty-free, fully paid-up, perpetual, irrevocable, right and license (with the right to sublicense through multiple tiers) to collect and use the collected data, including biometric data (including, but not limited to tremors, gait, and voice information). Please note that such collected data will be correlated to a username, and not directly linked your first and last name. You agree not to use your partial or full name for your username. You authorize Company to compile Aggregated Data. To the extent necessary, Beta User hereby grants to Company a royalty-free, fully paid-up, perpetual, irrevocable, right and license (with the right to sublicense through multiple tiers) to use Aggregated Data. “Aggregated Data” means any non-personally identifiable, technical, statistical, or analytical data, gathered or generated directly by the Beta Product or by use of the Beta Product, that Company collects, gathers, and aggregates periodically as part of its ordinary business operations. Aggregated Data is de-identified data that Company (and its affiliates, licensors, and agents) may use on a non-attributed basis to monitor and improve its products and services, for benchmarking purposes, or to provide customized services or technologies to its customers. Company collects and uses this data in accordance with its Privacy Policy and in accordance with applicable data protection laws.

Beta User understands that, as a beta version, the Beta Product may contain “bugs,” the Beta Product are may cause delays in processing, and the Beta Product may not operate correctly and may be either substantially modified prior to first commercial shipment or withdrawn. Beta User understands the Beta Product is a prerelease product and is not at the level of performance or compatibility of a final, generally available product offering. Except for as stated within this Section 4, the Beta Product is not subject to any Company obligations, representations, or warranties set forth in these Terms of Use. THE BETA PRODUCT IS PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND. COMPANY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, COMPANY MAKES NO WARRANTY OF ANY KIND THAT THE BETA PRODUCT, OR ANY PRODUCTS OR RESULTS

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OF THE USE THEREOF, WILL MEET BETA USER'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEMS, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE. IN NO EVENT SHALL COMPANY BE LIABLE (DIRECTLY OR INDIRECTLY) FOR ANY DAMAGES WHATSOEVER ARISING OUT OF THE USE OF OR INABILITY TO USE THE BETA PRODUCT, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE BETA PRODUCT REMAINS WITH BETA USER.

Beta User agrees that the Beta Product is the sole property of Company and includes valuable trade secrets of Company. Beta User agrees to treat the Beta Product as confidential and will not, without the express written authorization of Company, disclose any Feedback, information about the Beta Product, its design and performance, specifications, its code and the existence of the beta test and its results to anyone other than the employees and agents of Beta User who are performing the testing and who shall be subject to the non-disclosure restrictions contained herein this Agreement. Beta User agrees not to copy any portion of the Beta Product or documentation or to reverse engineer, modify, copy, create derivative works based on, decompile, disassemble, sell, sublicense, market, interfere with or disrupt the performance of, or use any of the Beta Product components separately from, the Beta Product.

## 5. PAYMENT

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To the extent the Services or any portion thereof is made available for any fee or through a subscription, your access will be granted following payment of the applicable fees to Company. Your account and access to the Services may be suspended in the event of non-payment of applicable fees.

You represent and warrant to Company that such payment information is true and that you are authorized to use the payment instrument. You will promptly update your account information with any changes (for example, a change in your billing address or credit card expiration date) that may occur.

## 6. USE RESTRICTIONS AND INTELLECTUAL PROPERTY

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The Site and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof ("Company Content")) is owned by the Company, its licensors, or other providers of such material (collectively, and individually, "Company Content Providers") and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. You agree not to

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Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials. You may store files that are automatically cached by your Web browser for display enhancement purposes. If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications. If we provide social media features with certain content, you may take such actions as are enabled by such features.

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## 7. AVAILABILITY

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Information that Company publishes on the Site may contain references or cross references to products, programs and services that are not announced or available in your location. Such references do not imply that Company intends to announce such products, programs, or services in your location. Consult Company for information regarding the products, programs and services which may be available to you.

## 8. PURCHASES

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The Company may charge certain fees at its sole discretion for access to and/or use of the Site and/or provision of certain Services, which may, in some instances, be assessed in addition to the purchase price of goods or services listed on the Site, provided, however, that the Company will use reasonable efforts to inform you of any such fees or additional charges assessed with a particular order or otherwise.

## 9. DISCLAIMER OF WARRANTIES

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## 10. LIMITATION OF LIABILITY

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YOU EXPRESSLY UNDERSTAND AND AGREE THAT COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, REVENUES, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SITE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICE RESULTING FROM ANY GOODS, DATA, INFORMATION, OR SERVICE PURCHASED OR OBTAINED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SITE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICES. YOU ALSO AGREE THAT COMPANY WILL NOT BE LIABLE FOR ANY INTERRUPTION OF BUSINESS, ACCESS DELAYS, OR ACCESS INTERRUPTIONS TO THE SITE OR SERVICES, DATA NON-DELIVERY, MIS-DELIVERY, CORRUPTION, DESTRUCTION, OR OTHER MODIFICATION, AND EVENTS BEYOND COMPANY'S REASONABLE CONTROL.

IN NO EVENT SHALL COMPANY BE FINANCIALLY LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL

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DAMAGES. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES, OUR LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW.

## 11. TRANSMISSIONS, USER CONTRIBUTIONS, AND CONTENT STANDARDS

Any material, information, or idea you transmit to or post on the Site, blog, or through the Services by any means will be treated as non-confidential and non-proprietary, and may be disseminated or used by Company or its affiliates for any purpose whatsoever, including, but not limited to, developing and marketing its services. Notwithstanding the foregoing, all personal data provided to Company will be handled in accordance with Company's Privacy Policy, located at [Privoro.com/Legal](https://Privoro.com/Legal). You are prohibited from posting or transmitting to or from the Site or blog any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material, or any other material that could give rise to any civil or criminal liability.

The Site may contain blogs, message boards, forums, bulletin boards, or other interactive features (collectively, "Interactive Services") that allow users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, "post") content or materials (collectively, "User Contributions") on or through the Site.

All User Contributions must comply with the Content Standards set out in these Terms of Use.

Any User Contribution you post to the site will be considered non-confidential and non-proprietary. By providing any User Contribution on the Site, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose.

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns.
- All of your User Contributions do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Company, have fully responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

We are not responsible or liable to any third party for the content or accuracy of any User Contributions posted by you or any other user of the Site.

We have the right to:

- Remove or refuse to post any User Contributions for any or no reason in our sole discretion.
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Site or the public, or could create liability for the Company.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Site.
- Terminate or suspend your access to all or part of the Site for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Site. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE COMPANY/ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER THE COMPANY/SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we do not undertake to review material before it is posted on the Site, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

### Content Standards

These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringe any patent, trademark, trade secret, copyright,

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or other intellectual property or other rights of any other person.

- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Policy located at [Privoro.com/Legal](https://Privoro.com/Legal).
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter, or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

## 12. PROHIBITED USES

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You may use the Site only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Site:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the Content Standards set out in these Terms of Use.
- To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail”, “chain letter”, “spam”, or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses or user names associated with any of the foregoing).
- To 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 the Company or users of the Site or expose them to liability.

Additionally, you agree not to:

- Use the Site in any manner that could disable, overburden, damage, or impair the site or interfere with any other party’s use of the Site, including their ability to engage in real time activities through the Site.
- Use any robot, spider, or other automatic device, process, or means to access the Site for any purpose, including monitoring or copying any of the material on the Site.
- Use any manual process to monitor or copy any of the material on the Site or for any other unauthorized purpose without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Site.
- Introduce any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Site, the server on which the Site is stored, or any server, computer, or database connected to the Site.
- Attack the Site via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Site.

## 13. USER COMMUNICATIONS

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You agree that Company, and other individuals and entities connected to the Site and/or any mobile applications may contact you through the Site and/or any mobile applications, by e-mail, telephone, or text messages (including by an automatic telephone dialing system at any of the phone numbers provided by you or on your behalf in connection with a Company account), for any reason, including for marketing purposes, and in response to any inquiries that you make to Company, or submissions that you may send to Company. You understand that you are not required to provide this consent as a condition of purchasing any property, goods, or services. You also understand that you may opt out of receiving text messages from Company at any time, either by replying to the text message with the word “STOP” or by going to [Privoro.com/Support](https://Privoro.com/Support) to submit a support ticket with your request. If you do not choose to opt out, Company may contact you as outlined in its Privacy Policy, located at [Privoro.com/Legal](https://Privoro.com/Legal).

Company may, in its sole discretion, create referral and/or promotional codes (“Promo Codes”) that may be redeemed for discounts on future Services and/or a Third Party Provider’s services, or other features or benefits related to the Services and/or a Third Party Provider’s services, subject to any additional terms that Company establishes. You agree that Promo Codes: (i) must be used for the intended audience and purpose, and in a lawful manner; (ii) may not be duplicated, sold,

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or transferred in any manner, or made available to the general public (whether posted to a public form or otherwise), unless expressly permitted by Company; (iii) may be disabled by Company at any time for any reason without liability to Company; (iv) may only be used pursuant to the specific terms that Company establishes for such Promo Code; (v) are not valid for cash; and (vi) may expire prior to your use. Company reserves the right to withhold or deduct credits or other features or benefits obtained through the use of the referral system or Promo Codes by you or any other user in the event that Company determines or believes that the use of the referral system or use or redemption of the Promo Code was in error, fraudulent, illegal, or otherwise in violation of Company's Terms.

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## 14. TERMINATION

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In its sole and absolute discretion, with or without notice to you, Company may suspend or terminate your use of and access to the Services, terminate your account and/or remove and discard anything transmitted by you, or information stored, sent, or received via the Services without prior notice and for any reason, including, but not limited to: (i) any unauthorized access or use of the Services, (ii) any violation of this Agreement, or (iii) tampering with or alteration of any of the software and/or data files contained in, or accessed through, the Services. You may terminate your account for any reason by going to [Privoro.com/Support](https://Privoro.com/Support) to submit a support ticket with your request. Company shall not be liable to you or any third party for any claims or damages arising out of any termination or suspension of the Site. Termination, suspension, or cancellation of the Services or your access rights to the Site shall not affect any right or relief to which Company may be entitled, at law or in equity, and all rights granted to you will automatically terminate and immediately revert to Company.

## 15. INDEMNIFICATION

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You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and

assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Site, including, but not limited to, your User Contributions, any use of the Site's content, services, and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Site.

## 16. GOVERNING LAW AND DISPUTE RESOLUTION

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This Agreement and performance hereunder shall be exclusively governed by, and construed in accordance with, the laws of the state of Delaware (without giving effect to its conflict of laws principles). The parties agree to submit any claim, dispute, or disagreement to mediation before a mutually-agreeable mediator prior to any other form of dispute resolution. All mediation or any other form of dispute resolution shall exclusively take place in Phoenix, Arizona and the parties irrevocably waive any objection to such venue.

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE SITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

## 17. WAIVER AND SEVERABILITY

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No waiver by the Company of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

## 18. NOTICES

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Except as explicitly stated otherwise, any notices shall be given by postal mail to Privoro, LLC Attn: CEO 2177 E. Warner Dr. Suite 103, Tempe, Arizona 85284 (in the case of the Company) or to the email address you provide to the Company during the registration process (in your case). Notice shall be deemed given twenty-four (24) hours after email is sent, unless the sending party is notified that the email address is invalid. Alternatively, we may give you notice by certified mail, postage prepaid and return receipt requested, to the address provided to the Company during the registration process. In such case, notice shall be deemed given three (3) days after the date of mailing.

# Privoro Terms of Use

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## 19. DIGITAL MILLENNIUM COPYRIGHT ACT ("DMCA") NOTICE.

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If you believe that any User Contributions violate your copyright, please send us a notice of copyright infringement to the address below. It is the policy of the Company to terminate the user accounts of repeat infringers. In the event materials are made available to this Site by third parties not within our control, we are under no obligation to, and do not, scan such content for the inclusion of illegal or impermissible content. However, we respect the copyright interests of others. It is our policy not to permit materials known by us to infringe another party's copyright to remain on the Site. If you believe any materials on the Site infringe a copyright, you should provide us with written notice that at a minimum contains:

- i. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- ii. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- iii. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- iv. Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
- v. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- vi. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

All DMCA notices should be sent to our designated agent as follows:

Copyright Administrator  
Weiss Brown  
6263 North Scottsdale Road, Suite 340  
Scottsdale, AZ 85250

It is our policy to terminate relationships regarding content with third parties who repeatedly infringe the copyrights of others.

