

TERMS OF SERVICE AGREEMENT

PLEASE READ THE FOLLOWING TERMS OF USE AGREEMENT CAREFULLY. BY ACCESSING OR USING OUR SITES AND OUR SERVICES, THE UNDERSIGNED, AS A REPRESENTATIVE OF City of Elizabeth, Colorado (the "Organization"), WITH AUTHORITY TO BIND THOSE RESPECTIVE ENTITIES IN CONTRACT, HEREBY AGREE TO BE BOUND BY THE TERMS AND ALL TERMS OF THIS AGREEMENT. IF YOU DO NOT EXPRESSLY AGREE TO ALL OF THE TERMS AND CONDITIONS, THEN PLEASE DO NOT ACCESS OR USE OUR SITES OR OUR SERVICES. THIS TERMS OF SERVICE AGREEMENT IS EFFECTIVE AS OF September 1, 2024 .

ACCEPTANCE OF TERMS

The following Terms of Service Agreement (the "TOS" or "Agreement") is an underlying contract that shall govern the relationship with our users and others which may interact or interface with Visible Digital Solutions LLC, also known as VDS, located at 1011 W Powers Avenue, Littleton, CO 80120, and our subsidiaries and affiliates, in association with the use of the VDS websites and software platforms which includes all VDS services and are not limited to my.visnsscard.com, www.visnsscard.com, visiblebrochures.com, eCards and VisnessWare (the "Site" and/or "Services" as revised and updated, which are defined below.

DESCRIPTION OF SERVICES OFFERED

VDS offers individuals, businesses, and other organizations a service in which VDS creates and hosts their digital business card(s)/brochures(s), also known as Visness Cards or eVACs (electronic Victim Advocacy Cards).

Any and all parties associated with the organization named in the signature portion of this Agreement Origination shall be deemed as "Users" of the Services provided for the purpose of this TOS.

The User acknowledges and agrees that the Services provided and made available through our website and applications, which includes some mobile applications and that those applications may be made available on various social media networking sites and numerous other platforms and downloadable programs, are the sole property of VDS. At its discretion, VDS may offer additional website services and/or products, or update, modify or revise any current content and Services, and this Agreement shall apply to any and all additional updated or revised Services and/or products unless otherwise stipulated. VDS reserves the right to cancel and cease offering any of the aforementioned Services and/or products, in which case, VDS shall provide written notice to the User no later than 30 days from the termination of the product or Service and shall provide the User with the option to terminate this agreement. Should VDS terminate all products and Services under this agreement, or the User decide to terminate due to a change in VDS products and/or Services, the remainder of the subscription fee shall be returned to the User *pro rata*. The User acknowledges, accepts, and agrees that VDS shall not be held liable for any damages the User may suffer as a result of any such update, modification, revision, suspension or discontinuance of any of our Services and/or products. Continued use of the Services provided, after such posting of any updates, changes, and/or modifications shall constitute your acceptance of such updates, changes and/or modifications, and as such, annual review of this Agreement and any and all applicable terms and policies should be made by the User to ensure the User(s) is/are aware of all terms and policies currently in effect. Should the User not agree to the updated, modified, revised, or modified terms, you must stop using the provided Services.

Furthermore, the User understands, acknowledges, and agrees that the Services offered shall be provided "AS IS" and as such VDS shall not assume any responsibility or obligation for the timeliness, missed delivery, deletion and/or any failure to store user content, communication or personalization settings.

SUBSCRIPTION TERMS

The undersigned authorizes VDS to invoice the Organization for payment of Services in the annual amount of \$399.00 until cancelled and a one-time set up and design fee of \$150.00 and agree to promptly make payment for said Services. This payment is for design, publishing, maintenance, and hosting of Visness Card(s) and or eVACs. I understand that I may cancel at

any time and for any reason, however all subscriptions run for a minimum period of twelve months, and I understand that payment for twelve consecutive months is required to subscribe to the service. I understand that this authorization will remain in effect until the schedule renewal or end date indicated on the invoice, or until the signor or designee cancel it in writing, whichever comes first (except for changes in products or Services, previously covered). I agree to notify the business in writing of any changes in the Organization's account information or termination of this authorization at least 30 days prior to the next billing date. If the above noted payment date falls on a weekend or holiday, I understand that the payment may be executed on the next business day.

GLOBAL USE AND EXPORT AND IMPORT COMPLIANCE

Due to the global nature of the internet, through the use of our network the User hereby agrees to comply with all local rules relating to online conduct. Uploading, posting and/or transferring of software, technology and other technical data may be subject to the export and import laws of the United States and possibly other countries. Through the use of our network, the User agrees to comply with all applicable export and import laws, statutes and regulations, including, but not limited to, the Export Administration Regulations (http://www.access.gpo.gov/bis/ear/ear_data.html), as well as the sanctions control program of the United States (<http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>). Furthermore, the Signer states and pledges that the User(s):

- a) Is/are not on the list of prohibited individuals which may be identified on any government export exclusion report (<http://www.bis.doc.gov/complianceand enforcement/liststocheck.htm>) nor a member of any other government which may be part of an export-prohibited country identified in applicable export and import laws and regulations;
- b) will not transfer any software, technology or any other technical data through the use of VDS network services to any export-prohibited country;

- c) will not use VDS website network Services for any military, nuclear, missile, chemical or biological weaponry end uses that would be a violation of the U.S. export laws; and
- d) will not post, transfer nor upload any software, technology or any other technical data which would be in violation of the U.S. or other applicable export and/or import laws.

CONTENT PLACED OR MADE AVAILABLE FOR COMPANY SERVICES

VDS shall not lay claim to ownership of any content submitted by any User or make such content available for inclusion on our website Services. Therefore, the Signer hereby grants and allows for VDS the below listed worldwide, royalty-free and non-exclusive licenses, as applicable:

- a) The content submitted or made available for inclusion on the publicly accessible areas of VDS's sites and/or Visness Cards/eVACS, the license provided to permit to use, distribute, reproduce, modify, adapt, publicly perform and/or publicly display said Content on our network Services is for the sole purpose of providing and promoting the specific area to which this content was placed and/or made available for viewing. This license shall be available so long as you are a member of VDS 's sites and shall terminate at such time when you elect to discontinue your membership/this agreement.
- b) Photos, audio, video and/or graphics submitted or made available for inclusion on the publicly accessible areas of VDS's sites and/or Visness Cards/eVACS, the license provided to permit to use, distribute, reproduce, modify, adapt, publicly perform and/or publicly display said Content on our network Services are for the sole purpose of providing and promoting the specific area in which this content was placed and/or made available for viewing. This license shall be available so long as you are a member of VDS's sites and shall terminate at such time when you elect to discontinue your membership/this agreement.
- c) For any other content submitted or made available for inclusion on the publicly accessible areas of VDS 's sites and/or Visness Cards/eVACS, the continuous, binding and completely sub-licensable license which is meant to permit to use, distribute, reproduce,

modify, adapt, publish, translate, publicly perform and/or publicly display said content, whether in whole or in part, and the incorporation of any such Content into other works in any arrangement or medium current used or later developed.

Those areas which may be deemed "publicly accessible" areas of VDS's sites and/or Visness Cards/eVACs are those such areas of our network properties which are available to the general public and to which access is not controlled, which would include message boards and groups that are openly available to visitors.

RELEASE

All Users herein agree to the extent permitted by law to hold VDS, our subsidiaries, affiliates, agents, employees, officers, partners and/or licensors blameless or not liable for any claim or demand, which may include, but is not limited to, reasonable attorney fees made by any third party, which may arise from any content a user of our site may submit, post, modify, transmit or otherwise make available through our Services, the use of VDS or your connection with these Services, your violations of the Terms of Service and/or your violation of any such rights of another person.

COMMERCIAL REUSE OF SERVICES

All Users agree not to replicate, duplicate, copy, trade, sell, resell nor exploit for any commercial reason any part, use of, or access to VDS's sites and/or Visness Cards/eVACs.

MODIFICATIONS

VDS shall reserve the right at any time it may deem fit, to modify, alter and or discontinue, whether temporarily or permanently, our service, or any part thereof, with at least 30 days notice, subject to previous provisions of this agreement. Should VDS need to modify, alter, and

or discontinue, whether temporarily or permanently, our service, or any part thereof, without notice due to circumstances out of the control of VDS, VDS shall notify Users as soon as practical and shall offer the Users the ability to cancel the remainder of this agreement with return of the remainder of the subscription fee *pro rata*. VDS shall not be held liable to the User or to any third party for any such alteration, modification, suspension and/or discontinuance of our Services, or any part thereof.

ADVERTISERS

Any correspondence or business dealings with, or the participation in any promotions of, advertisers located on or through our Services, which may include the payment and/or delivery of such related goods and/or Services, and any such other term, condition, warranty and/or representation associated with such dealings, are and shall be solely between You and any such advertiser. Moreover, you herein agree that VDS shall not be held responsible or liable for any loss or damage of any nature or manner incurred as a direct result of any such dealings or as a result of the presence of such advertisers on our websites.

LINKS

Either VDS or any third parties may provide links to other websites and/or resources. Thus, you acknowledge and agree that we are not responsible for the availability of any such external sites or resources, and as such, we do not endorse nor are we responsible or liable for any content, products, advertising or any other materials, on or available from such third-party sites or resources. Furthermore, you acknowledge and agree that VDS shall not be responsible or liable, directly or indirectly, for any such damage or loss which may be a result of, caused or allegedly to be caused by or in connection with the use of or the reliance on any such content, goods or Services made available on or through any such site or resource.

PROPRIETARY RIGHTS

You do hereby acknowledge and agree that VDS's Services and any proprietary software that

may be used in connection with our Services ("Software") contains proprietary and confidential material that is protected by applicable intellectual property rights and other laws. Furthermore, you herein acknowledge and agree that any Content which may be contained in any advertisements or information presented by and through our Services or by advertisers is protected by copyrights, trademarks, patents or other proprietary rights and laws. Therefore, except for that which is expressly permitted by applicable law or as authorized by VDS or such applicable licensor, you agree not to alter, modify, lease, rent, loan, sell, distribute, transmit, broadcast, publicly perform and/or create any plagiaristic works which are based on VDS Services (i.e. Content or Software), in whole or part.

VDS herein has granted the User and the User's Organization non-transferable and non-exclusive rights and/or license to make use of your Visness Card/eVAC on your devices, as long as you do not, and shall not, allow any third party to duplicate, alter, modify, create or plagiarize work from, reverse engineer, reverse assemble or otherwise make an attempt to locate or discern any source code, sell, assign, sublicense, grant a security interest in and/or otherwise transfer any such right in the Software. Furthermore, you do herein agree not to alter or change the Software in any manner, nature, or form, and as such, not to use any modified versions of the Software, including and without limitation, for the purpose of obtaining unauthorized access to our Services. Lastly, you also agree not to access or attempt to access our Services through any means other than through the interface which is provided by VDS for use in accessing our Services.

WARRANTY DISCLAIMERS

YOU HEREIN EXPRESSLY ACKNOWLEDGE AND AGREE THAT:

a) THE USE OF VDS SERVICES AND SOFTWARE ARE AT THE SOLE RISK BY YOU. OUR SERVICES AND SOFTWARE SHALL BE PROVIDED ON AN "AS IS" AND/OR "AS AVAILABLE" BASIS. VDS AND OUR SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND WHETHER EXPRESSED OR IMPLIED,

INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

b) VDS AND OUR SUBSIDIARIES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO SUCH WARRANTIES THAT (i) VDS SERVICES OR SOFTWARE WILL MEET YOUR REQUIREMENTS; (ii) VDS SERVICES OR SOFTWARE SHALL BE UNINTERRUPTED, TIMELY, OR ERROR-FREE; (iii) THAT SUCH RESULTS WHICH MAY BE OBTAINED FROM THE USE OF THE VDS SERVICES OR SOFTWARE WILL BE ACCURATE OR RELIABLE; (iv) QUALITY OF ANY PRODUCTS, SERVICES, ANY INFORMATION OR OTHER MATERIAL WHICH MAY BE PURCHASED OR OBTAINED BY YOU THROUGH OUR SERVICES OR SOFTWARE WILL MEET YOUR EXPECTATIONS; AND (v) THAT ANY SUCH ERRORS CONTAINED IN THE SOFTWARE SHALL BE CORRECTED.

c) ANY INFORMATION OR MATERIAL DOWNLOADED OR OTHERWISE OBTAINED BY WAY OF VDS SERVICES OR SOFTWARE SHALL BE ACCESSED AT YOUR SOLE DISCRETION AND SOLE RISK.

d) NO ADVICE AND/OR INFORMATION, DESPITE WHETHER WRITTEN OR ORAL, THAT MAYBE OBTAINED BY YOU FROM VDS OR BY WAY OF OR FROM OUR SERVICES OR SOFTWARE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

e) A SMALL PERCENTAGE OF SOME USERS MAY EXPERIENCE SOME DEGREE OF EPILEPTIC SEIZURE WHEN EXPOSED TO CERTAIN LIGHT PATTERNS OR BACKGROUNDS THAT MAY BE CONTAINED ON A COMPUTER SCREEN OR WHILE USING OUR SERVICES. CERTAIN CONDITIONS MAY INDUCE A PREVIOUSLY UNKNOWN CONDITION OR UNDETECTED EPILEPTIC SYMPTOM IN USERS WHO HAVE SHOWN NO HISTORY OF ANY PRIOR SEIZURE OR EPILEPSY. SHOULD YOU, ANYONE YOU KNOW OR ANYONE IN YOUR FAMILY HAVE AN EPILEPTIC

CONDITION, PLEASE CONSULT A PHYSICIAN IF YOU EXPERIENCE ANY OF THE FOLLOWING SYMPTOMS WHILE USING OUR SERVICES: DIZZINESS, ALTERED VISION, EYE OR MUSCLE TWITCHES, LOSS OF AWARENESS, DISORIENTATION, ANY INVOLUNTARY MOVEMENT, OR CONVULSIONS.

LIMITATION OF LIABILITY

YOU EXPLICITLY ACKNOWLEDGE, UNDERSTAND AND AGREE THAT NEITHER PARTY OR THEIR SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL BE LIABLE TO YOU FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES WHICH MAYBE RELATED TO THE LOSS OF ANY PROFITS, GOODWILL, USE, DATA AND/OR OTHER INTANGIBLE LOSSES, EVEN THOUGH WE MAY HAVE BEEN ADVISED OF SUCH POSSIBILITY THAT SAID DAMAGES MAY OCCUR, AND RESULT FROM:

- a) THE USE OR INABILITY TO USE OUR SERVICE;
- b) THE COST OF PROCURING SUBSTITUTE GOODS AND SERVICES;
- c) UNAUTHORIZED ACCESS TO OR THE ALTERATION OF YOUR TRANSMISSIONS AND/OR DATA;
- d) STATEMENTS OR CONDUCT OF ANY SUCH THIRD PARTY ON OUR SERVICE;
- e) AND ANY OTHER MATTER WHICH MAY BE RELATED TO OUR SERVICE.

EXCLUSION AND LIMITATIONS

THERE ARE SOME JURISDICTIONS WHICH DO NOT ALLOW THE EXCLUSION OF

CERTAIN WARRANTIES OR THE LIMITATION OF EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. THEREFORE, SOME OF THE ABOVE LIMITATIONS OF SECTIONS WARRANTY DISCLAIMERS AND LIMITATION OF LIABILITY MAY NOT APPLY TO YOU.

THIRD PARTY BENEFICIARIES

You herein acknowledge, understand, and agree, unless otherwise expressly provided in this TOS, that there shall be third-party beneficiaries to this agreement.

NOTICE TO USER

VDS may furnish Users with notices, including those with regards to any changes to the TOS, including but not limited to email, regular mail, MMS or SMS, text messaging, postings on our website Services, or other reasonable means currently known or any which may be hereinafter developed. Any such notices may not be received if you violate any aspects of the TOS by accessing our Services in an unauthorized manner. A User's acceptance of this TOS constitutes that User's agreement that the User is deemed to have received any and all notices that would have been delivered had the User accessed VDS Services in an authorized manner.

TRADEMARK INFORMATION

You herein acknowledge, understand, and agree that all of the VDS trademarks, copyright, tradename, service marks, and other VDS logos and any brand features, and/or product and service names are trademarks and as such, are and shall remain the property of VDS. You herein agree not to display and/or use in any manner the VDS logo or marks.

COPYRIGHT OR INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS NOTICE & PROCEDURES

VDS will always respect the intellectual property of others, and we ask that all of our users do the same. With regards to appropriate circumstances and at its sole discretion, VDS may disable and/or terminate the accounts of any user who repeatedly violates our TOS and/or infringes the rights of others. If you feel that your work has been duplicated in such a way that would constitute copyright infringement, or if you believe your intellectual property rights have been otherwise violated, you should provide to us the following information:

- a) The electronic or the physical signature of the individual that is authorized on behalf of the owner of the copyright or other intellectual property interest;
- b) A description of the copyrighted work or other intellectual property that you believe has been infringed upon;
- c) A description of the location of the site which you allege has been infringing upon your work;
- d) The physical address, telephone number, and email address;
- e) A statement, in which you state that the alleged and disputed use of your work is not authorized by the copyright owner, its agents or the law;
- f) And finally, a statement, made under penalty of perjury, that the aforementioned information in your notice is the truth and accurate, and that you are the copyright or intellectual property owner, representative or agent authorized to act on the copyright or intellectual property owner's behalf.

The VDS Agent for notice of claims of copyright or other intellectual property infringement can be contacted as follows:

Mailing Address:

Visible Digital Solutions LLC

Attn: Copyright Agent

1011 W Powers Avenue, Littleton, CO 80120

Telephone: 303-346-9001

Email: service@visnesscard.com

GENERAL INFORMATION

ENTIRE AGREEMENT

This TOS constitutes the entire agreement between you and VDS and shall govern the use of our Services, superseding any prior version of this TOS between you and us with respect to VDS Services.

CHOICE OF LAW AND FORUM

It is at the mutual agreement of both you and VDS with regard to the TOS that the relationship between the parties shall be governed by the laws of the State of Colorado without regard to its conflict of law provisions and that any and all claims, causes of action and/or disputes, arising out of or relating to the TOS, or the relationship between you and VDS, shall be filed within the courts having jurisdiction within the County of Arapahoe, Colorado or the U.S. District Court located in the District of Colorado.

WAIVER AND SEVERABILITY OF TERMS

At any time, should either party fail to exercise or enforce any right or provision of the TOS, such failure shall not constitute a waiver of such right or provision. If any provision of this TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect.

VIOLATIONS

Please report any and all violations of this TOS to VDS as follows:

Mailing Address:

Visible Digital Solutions LLC

Attn: Copyright Agent

1011 W Powers Avenue, Littleton, CO 80120

Telephone: 303-346-9001

Email: service@visnesscard.com

I/We agree to the TOS set forth above and am fully authorized to execute this agreement on behalf of the organization, which is listed below.

For -

Printed Name:

Printed Title:

Signature:

Date:

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- a) Is/are not on the list of prohibited individuals which may be identified on any government export exclusion report (<http://www.bis.doc.gov/complianceand enforcement/lists to check.htm>) nor a member of any other government which may be part of an export-prohibited country identified in applicable export and import laws and regulations;
- b) will not transfer any software, technology or any other technical data through the use of VDS network services to any export-prohibited country;

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- b) Photos, audio, video and/or graphics submitted or made available for inclusion on the publicly accessible areas of VDS's sites and/or Visness Cards/eVACS, the license provided to permit to use, distribute, reproduce, modify, adapt, publicly perform and/or publicly display said Content on our network Services are for the sole purpose of providing and promoting the specific area in which this content was placed and/or made available for viewing. This license shall be available so long as you are a member of VDS's sites and shall terminate at such time when you elect to discontinue your membership/this agreement.
- c) For any other content submitted or made available for inclusion on the publicly accessible areas of VDS 's sites and/or Visness Cards/eVACS, the continuous, binding and completely sub-licensable license which is meant to permit to use, distribute, reproduce,

modify, adapt, publish, translate, publicly perform and/or publicly display said content, whether in whole or in part, and the incorporation of any such Content into other works in any arrangement or medium current used or later developed.

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RELEASE

All Users herein agree to the extent permitted by law to hold VDS, our subsidiaries, affiliates, agents, employees, officers, partners and/or licensors blameless or not liable for any claim or demand, which may include, but is not limited to, reasonable attorney fees made by any third party, which may arise from any content a user of our site may submit, post, modify, transmit or otherwise make available through our Services, the use of VDS or your connection with these Services, your violations of the Terms of Service and/or your violation of any such rights of another person.

COMMERCIAL REUSE OF SERVICES

All Users agree not to replicate, duplicate, copy, trade, sell, resell nor exploit for any commercial reason any part, use of, or access to VDS's sites and/or Visness Cards/eVACs.

MODIFICATIONS

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ADVERTISERS

Any correspondence or business dealings with, or the participation in any promotions of, advertisers located on or through our Services, which may include the payment and/or delivery of such related goods and/or Services, and any such other term, condition, warranty and/or representation associated with such dealings, are and shall be solely between You and any such advertiser. Moreover, you herein agree that VDS shall not be held responsible or liable for any loss or damage of any nature or manner incurred as a direct result of any such dealings or as a result of the presence of such advertisers on our websites.

LINKS

Either VDS or any third parties may provide links to other websites and/or resources. Thus, you acknowledge and agree that we are not responsible for the availability of any such external sites or resources, and as such, we do not endorse nor are we responsible or liable for any content, products, advertising or any other materials, on or available from such third-party sites or resources. Furthermore, you acknowledge and agree that VDS shall not be responsible or liable, directly or indirectly, for any such damage or loss which may be a result of, caused or allegedly to be caused by or in connection with the use of or the reliance on any such content, goods or Services made available on or through any such site or resource.

PROPRIETARY RIGHTS

You do hereby acknowledge and agree that VDS's Services and any proprietary software that

may be used in connection with our Services ("Software") contains proprietary and confidential material that is protected by applicable intellectual property rights and other laws. Furthermore, you herein acknowledge and agree that any Content which may be contained in any advertisements or information presented by and through our Services or by advertisers is protected by copyrights, trademarks, patents or other proprietary rights and laws. Therefore, except for that which is expressly permitted by applicable law or as authorized by VDS or such applicable licensor, you agree not to alter, modify, lease, rent, loan, sell, distribute, transmit, broadcast, publicly perform and/or created any plagiaristic works which are based on VDS Services (i.e. Content or Software), in whole or part.

VDS herein has granted the User and the User's Organization non-transferable and non-exclusive rights and/or license to make use of your Visness Card/eVAC on your devices, as long as you do not, and shall not, allow any third party to duplicate, alter, modify, create or plagiarize work from, reverse engineer, reverse assemble or otherwise make an attempt to locate or discern any source code, sell, assign, sublicense, grant a security interest in and/or otherwise transfer any such right in the Software. Furthermore, you do herein agree not to alter or change the Software in any manner, nature, or form, and as such, not to use any modified versions of the Software, including and without limitation, for the purpose of obtaining unauthorized access to our Services. Lastly, you also agree not to access or attempt to access our Services through any means other than through the interface which is provided by VDS for use in accessing our Services.

WARRANTY DISCLAIMERS

YOU HEREIN EXPRESSLY ACKNOWLEDGE AND AGREE THAT:

a) THE USE OF VDS SERVICES AND SOFTWARE ARE AT THE SOLE RISK BY YOU. OUR SERVICES AND SOFTWARE SHALL BE PROVIDED ON AN "AS IS" AND/OR "AS AVAILABLE" BASIS. VDS AND OUR SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND WHETHER EXPRESSED OR IMPLIED,

INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

b) VDS AND OUR SUBSIDIARIES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO SUCH WARRANTIES THAT (i) VDS SERVICES OR SOFTWARE WILL MEET YOUR REQUIREMENTS; (ii) VDS SERVICES OR SOFTWARE SHALL BE UNINTERRUPTED, TIMELY, OR ERROR-FREE; (iii) THAT SUCH RESULTS WHICH MAY BE OBTAINED FROM THE USE OF THE VDS SERVICES OR SOFTWARE WILL BE ACCURATE OR RELIABLE; (iv) QUALITY OF ANY PRODUCTS, SERVICES, ANY INFORMATION OR OTHER MATERIAL WHICH MAY BE PURCHASED OR OBTAINED BY YOU THROUGH OUR SERVICES OR SOFTWARE WILL MEET YOUR EXPECTATIONS; AND (v) THAT ANY SUCH ERRORS CONTAINED IN THE SOFTWARE SHALL BE CORRECTED.

c) ANY INFORMATION OR MATERIAL DOWNLOADED OR OTHERWISE OBTAINED BY WAY OF VDS SERVICES OR SOFTWARE SHALL BE ACCESSED AT YOUR SOLE DISCRETION AND SOLE RISK.

d) NO ADVICE AND/OR INFORMATION, DESPITE WHETHER WRITTEN OR ORAL, THAT MAY BE OBTAINED BY YOU FROM VDS OR BY WAY OF OR FROM OUR SERVICES OR SOFTWARE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

e) A SMALL PERCENTAGE OF SOME USERS MAY EXPERIENCE SOME DEGREE OF EPILEPTIC SEIZURE WHEN EXPOSED TO CERTAIN LIGHT PATTERNS OR BACKGROUNDS THAT MAY BE CONTAINED ON A COMPUTER SCREEN OR WHILE USING OUR SERVICES. CERTAIN CONDITIONS MAY INDUCE A PREVIOUSLY UNKNOWN CONDITION OR UNDETECTED EPILEPTIC SYMPTOM IN USERS WHO HAVE SHOWN NO HISTORY OF ANY PRIOR SEIZURE OR EPILEPSY. SHOULD YOU, ANYONE YOU KNOW OR ANYONE IN YOUR FAMILY HAVE AN EPILEPTIC

CONDITION, PLEASE CONSULT A PHYSICIAN IF YOU EXPERIENCE ANY OF THE FOLLOWING SYMPTOMS WHILE USING OUR SERVICES: DIZZINESS, ALTERED VISION, EYE OR MUSCLE TWITCHES, LOSS OF AWARENESS, DISORIENTATION, ANY INVOLUNTARY MOVEMENT, OR CONVULSIONS.

LIMITATION OF LIABILITY

YOU EXPLICITLY ACKNOWLEDGE, UNDERSTAND AND AGREE THAT NEITHER PARTY OR THEIR SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL BE LIABLE TO YOU FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES WHICH MAYBE RELATED TO THE LOSS OF ANY PROFITS, GOODWILL, USE, DATA AND/OR OTHER INTANGIBLE LOSSES, EVEN THOUGH WE MAY HAVE BEEN ADVISED OF SUCH POSSIBILITY THAT SAID DAMAGES MAY OCCUR, AND RESULT FROM:

- a) THE USE OR INABILITY TO USE OUR SERVICE;
- b) THE COST OF PROCURING SUBSTITUTE GOODS AND SERVICES;
- c) UNAUTHORIZED ACCESS TO OR THE ALTERATION OF YOUR TRANSMISSIONS AND/OR DATA;
- d) STATEMENTS OR CONDUCT OF ANY SUCH THIRD PARTY ON OUR SERVICE;
- e) AND ANY OTHER MATTER WHICH MAY BE RELATED TO OUR SERVICE.

EXCLUSION AND LIMITATIONS

THERE ARE SOME JURISDICTIONS WHICH DO NOT ALLOW THE EXCLUSION OF

CERTAIN WARRANTIES OR THE LIMITATION OF EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. THEREFORE, SOME OF THE ABOVE LIMITATIONS OF SECTIONS WARRANTY DISCLAIMERS AND LIMITATION OF LIABILITY MAY NOT APPLY TO YOU.

THIRD PARTY BENEFICIARIES

You herein acknowledge, understand, and agree, unless otherwise expressly provided in this TOS, that there shall be third-party beneficiaries to this agreement.

NOTICE TO USER

VDS may furnish Users with notices, including those with regards to any changes to the TOS, including but not limited to email, regular mail, MMS or SMS, text messaging, postings on our website Services, or other reasonable means currently known or any which may be hereinafter developed. Any such notices may not be received if you violate any aspects of the TOS by accessing our Services in an unauthorized manner. A User's acceptance of this TOS constitutes that User's agreement that the User is deemed to have received any and all notices that would have been delivered had the User accessed VDS Services in an authorized manner.

TRADEMARK INFORMATION

You herein acknowledge, understand, and agree that all of the VDS trademarks, copyright, tradename, service marks, and other VDS logos and any brand features, and/or product and service names are trademarks and as such, are and shall remain the property of VDS. You herein agree not to display and/or use in any manner the VDS logo or marks.

COPYRIGHT OR INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS NOTICE & PROCEDURES

VDS will always respect the intellectual property of others, and we ask that all of our users do the same. With regards to appropriate circumstances and at its sole discretion, VDS may disable and/or terminate the accounts of any user who repeatedly violates our TOS and/or infringes the rights of others. If you feel that your work has been duplicated in such a way that would constitute copyright infringement, or if you believe your intellectual property rights have been otherwise violated, you should provide to us the following information:

- a) The electronic or the physical signature of the individual that is authorized on behalf of the owner of the copyright or other intellectual property interest;
- b) A description of the copyrighted work or other intellectual property that you believe has been infringed upon;
- c) A description of the location of the site which you allege has been infringing upon your work;
- d) The physical address, telephone number, and email address;
- e) A statement, in which you state that the alleged and disputed use of your work is not authorized by the copyright owner, its agents or the law;
- f) And finally, a statement, made under penalty of perjury, that the aforementioned information in your notice is the truth and accurate, and that you are the copyright or intellectual property owner, representative or agent authorized to act on the copyright or intellectual property owner's behalf.

The VDS Agent for notice of claims of copyright or other intellectual property infringement can be contacted as follows:

Mailing Address:

Visible Digital Solutions LLC

Attn: Copyright Agent

1011 W Powers Avenue, Littleton, CO 80120

Telephone: 303-346-9001

Email: service@visnesscard.com

GENERAL INFORMATION

ENTIRE AGREEMENT

This TOS constitutes the entire agreement between you and VDS and shall govern the use of our Services, superseding any prior version of this TOS between you and us with respect to VDS Services.

CHOICE OF LAW AND FORUM

It is at the mutual agreement of both you and VDS with regard to the TOS that the relationship between the parties shall be governed by the laws of the State of Colorado without regard to its conflict of law provisions and that any and all claims, causes of action and/or disputes, arising out of or relating to the TOS, or the relationship between you and VDS, shall be filed within the courts having jurisdiction within the County of Arapahoe, Colorado or the U.S. District Court located in the District of Colorado.

WAIVER AND SEVERABILITY OF TERMS

At any time, should either party fail to exercise or enforce any right or provision of the TOS, such failure shall not constitute a waiver of such right or provision. If any provision of this TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect.

VIOLATIONS

Please report any and all violations of this TOS to VDS as follows:

Mailing Address:

Visible Digital Solutions LLC

Attn: Copyright Agent

1011 W Powers Avenue, Littleton, CO 80120

Telephone: 303-346-9001

Email: service@visnesscard.com

I/We agree to the TOS set forth above and am fully authorized to execute this agreement on behalf of the organization, which is listed below.

For -

Printed Name:

Printed Title:

Signature:

Date: