

Terms of Use

V.I.D.A., LLC (collectively, “VIDA” or “we” or “us” or “our”) welcomes you to our website (the “**Site**”) and the mobile applications, products, and services (the “**Services**”). Your use of the Site and the Services are governed by these Terms of Use (these “**Terms**”). Any time you browse or visit the Site or use the Services or any VIDA products, software, data, and documentation in any way, you agree to be bound by these Terms. If you don’t agree to any of these Terms, do not use the Site or the Services.

You indicate your agreement to these Terms by clicking or tapping on a button indicating your acceptance of these Terms, by executing a document that references them, or by using the Services. **BY USING THE SERVICES, YOU ALSO AGREE TO BE BOUND AND ABIDE BY THESE TERMS AND OUR PRIVACY POLICY** (available at www.vidatravelapp.com WHICH IS INCORPORATED HEREIN BY REFERENCE.

We reserve the right to modify these Terms at any time, with such changes becoming effective when we post the modified Terms to the Site. We also reserve the right to make any changes to the Site and Services in any manner and to deny or terminate your access to the Site and Services, even if you have an Account, in our sole discretion. Each time you use the Site or the Services, the then-current version of the Terms will apply. VIDA may, in its sole discretion, modify or revise these Terms of Use and policies at any time, and you agree to be bound by such modifications or revisions. Nothing in these Terms of Use shall be deemed to confer any third-party rights or benefits, except as set forth herein. VIDA reserves the right to terminate, block, or restrict your access to or use of the Site or Services for any breach or violation of any of the Terms.

These Terms contain important information regarding your rights with respect to the Site and the Services, including your relationship with us. Please read them carefully and review them regularly.

1. Eligibility.

These Terms of Use apply to all users of the Services, including users who are also contributors of User Content (as described below) on the Service. If you are under 13 years old, you may not use the Services. When you use the Services, you represent that you are (i) at least the age of majority in the jurisdiction where you reside or (ii) if you have not reached the age of majority in the jurisdiction where you reside, that you have received permission to use the Services from your parent or legal guardian. You represent that any information you submit to us when using the Services is accurate, truthful, and current. You also represent that your use of the Services does not violate any applicable law or regulation.

2. Registration & Account.

Certain Services or portions of the Site may require you to register for an account (“**Account**”). As part of the Account creation process, you may be asked to provide a username and password unique to the Account (“**Login Information**”). You are responsible for the confidentiality and use of your Login Information and agree not to transfer or disclose your Login Information to any third party other than an individual with express authority to act on your behalf. If you suspect any unauthorized use of your Account, you agree to notify us immediately. You are solely responsible for any activities occurring under your Account. You have no ownership right to your Account. We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time if, in our opinion, you have or any user has violated any provision of these Terms.

3. Permitted Uses/License.

You are authorized to access the Site for the sole purpose of viewing and using the Services on your computer or device. You may not alter, modify, decompile, disassemble, rent, lease, loan, sell, sublicense, or create derivative works from the Site or the Services. You may not use any robot, spider, or other automatic device or manual process to monitor or copy the Site or its content without Our prior written permission. You may not use the Site or Services in any manner that could disable, overburden, damage, or impair the Site or interfere with any other party’s use of the Services, including their ability to engage in real time activities through the Services. Your failure to abide by these conditions will immediately terminate your right to access the Site or to use the Services and may violate our intellectual property rights or the intellectual property rights of third parties.

4. Third Party Sites.

The Site may contain links to websites we do not operate, control, or maintain (“**Third Party Websites**”). **WE DO NOT ENDORSE ANY THIRD-PARTY WEBSITES, AND WE MAKE NO REPRESENTATION OR WARRANTY IN ANY RESPECT REGARDING THE THIRD-PARTY WEBSITES.** Any links to Third Party Websites on the Site are provided solely for your convenience. If you do access any Third-Party Websites, you do so at your own risk and waive any and all claims against us regarding the Third-Party Websites or our links thereto.

5. User Content.

The Site or the Services may include interactive areas in which you may post content (including, without limitation, the text, software, scripts, graphics, photos, sounds, music, videos, interactive features, works of authorship of any kind, and information or other materials that are posted, generated, provided, or otherwise made available through the Services) and information (referred to as “**User Content**” regardless of form). VIDA shall retain ownership and all intellectual property rights in User Content (excluding any personally identifiable information). We reserve the right to remove or modify any User Content for any reason in our sole discretion.

When you post User Content, you give us and our affiliates a nonexclusive, royalty-free, perpetual, irrevocable, transferable, and fully sub-licensable right to use, reproduce,

modify, adapt, publish, translate, create derivative works from, distribute, perform, and display such User Content throughout the world in any media. To the extent such content is attached to a user profile on the Services, you hereby irrevocably waive any and all rights of publicity or moral rights you may have in that User Content, including your association with that User Content, your authorship and your appearance, words, or other substance of that content. If you submit feedback or suggestions about our Services, we may use your feedback or suggestions without obligation to you.

When you post User Content, you represent and warrant to us that (1) the posting of the User Content does not violate any rights of any person or entity, including that it will not contain third party copyrighted material, or material that is subject to other third party proprietary rights, unless you have permission from the rightful owner of the material or you are otherwise legally entitled to post the material and to grant VIDA all of the license rights granted herein, (2) you have no agreement with or obligations to any third party with respect to the rights granted herein and you have not and will not sell, assign, transfer, or convey any of the rights granted herein in a manner adverse to or in derogation of the rights granted to us, and (5) to the extent any “moral rights” or similar right exist in the User Content and are not exclusively owned by us, you agree not to enforce any such rights as to us or our affiliates. You agree to pay all royalties, fees, and any other monies owing to any person or entity by reason of any User Content posted by you to or through the Services.

User Content Standards – These content standards apply to any and all User Content. User Content must in its entirety comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User Content **must not**:

- Contain any material which 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 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 and our Privacy Policy.
- 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.

Confidentiality of User Content: VIDA will treat your User Content as confidential information and only use and disclose it in accordance with these Terms (including the VIDA privacy policy). However, your User Content is not regarded as confidential information if such User Content: (a) is or becomes public (other than through breach of these Terms by VIDA); (b) was lawfully known to VIDA before receiving it from you; (c) is received by VIDA from a third party without knowledge of breach of any obligation owed to you; or (d) was independently developed by VIDA without reference to your User Content. VIDA may disclose your User Content when required by law or legal process, but only after VIDA, if permitted by law, uses commercially reasonable efforts to notify you to give you the opportunity to challenge the requirement to disclose.

6. User Conduct.

You agree not to use the Site or the Services to take any action or actions that (including with respect to any User Content): (1) are patently offensive in any manner, (2) involve commercial activities without our prior written consent such as contests or sweepstakes, (3) are contrary to our public image, goodwill, or reputation, (4) infringe on our or any third party's intellectual property rights, or (5) "frame" or "mirror" any part of the Site without our prior written consent.

7. Copyright Infringement.

We respect the intellectual property rights of others. The Digital Millennium Copyright Act of 1998 (the "DMCA") provides a complaint procedure for copyright owners who believe that website material infringes their rights under U.S. copyright law. If you believe that your work has been improperly copied and posted on the website, please provide us with the following information: (1) name, address, telephone number, email address and an electronic or physical signature of the copyright owner or of the person authorized to act on his/ her behalf; (2) a description of the copyrighted work that you claim has been infringed; (3) a description of where on the Site the material that you claim is infringing is located; (4) a written statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (5) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. These requirements must be followed to give Company legally sufficient notice of infringement. Send copyright infringement complaints to Vida LLC, at the following email address: 317 Plymouth Ave, Charlotte NC 28206. We suggest that you consult your legal advisor before filing a DMCA notice with Company's copyright agent. There can be penalties for false claims under the DMCA.

8. Warranty Disclaimer.

You agree that the Services are available on an "as is" basis, without any warranty, and that you use the Services at your own risk. We disclaim, to the

maximum extent permitted by law, any and all warranties, whether express or implied, including, without limitation, (a) warranties of merchantability or fitness for a particular purpose, (b) warranties against infringement of any third party intellectual property or proprietary rights, (c) warranties relating to delays, interruptions, errors, or omissions in the Services or on the Site, (d) warranties relating to the accuracy or correctness of data on the Services, and (e) any other warranties otherwise relating to our performance, nonperformance, or other acts or omissions.

We do not warrant that the Site or the Services will operate error-free or that the Site is free of computer viruses and/or other harmful materials. If your use of the Site or the Services results in the need for servicing or replacing equipment or data, we are not responsible for any such costs.

Some jurisdictions do not allow the exclusion or limitation of certain categories of damages or implied warranties; therefore, the above limitations may not apply to you. In such jurisdictions, our liability is limited to the greatest extent permitted by law.

9. Limitation of Liability.

IN NO EVENT SHALL VIDA, ITS MEMBERS, OFFICERS, AFFILIATES, AGENTS, LICENSORS, EMPLOYEES, OR INTERNET SERVICE PROVIDER(S) (COLLECTIVELY, "REPRESENTATIVES") BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION LOST REVENUE, LOST OR DAMAGED DATA, OR OTHER COMMERCIAL OR ECONOMIC LOSS, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER THEORY OF LIABILITY. THE FOREGOING LIMITATION SHALL APPLY EVEN IF VIDA OR ITS REPRESENTATIVES HAVE BEEN ADVISED OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGE. VIDA'S TOTAL LIABILITY IN ANY EVENT IS LIMITED TO THE AMOUNT, IF ANY, ACTUALLY PAID FOR USE OF THE SITE, AND YOU HEREBY RELEASE VIDA AND ITS REPRESENTATIVES FROM ANY AND ALL OBLIGATIONS, LIABILITIES, AND CLAIMS IN EXCESS OF THIS LIMITATION. THESE LIMITATIONS SHALL APPLY TO ALL CLAIMS IN THE AGGREGATE (NOT PER INCIDENT) AND TOGETHER WITH THE DISCLAIMER OR WARRANTIES ABOVE SHALL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDIES PROVIDED IN THIS AGREEMENT.

10. Indemnification.

You agree to indemnify, defend and hold harmless us, our affiliates and our and their officers, directors, partners, agents, and employees from and against any loss, liability, claim, or demand, including reasonable attorneys' fees (collectively, "**Claims**"), made by any third party due to or arising out of your use of the Site and Services in violation of these Terms, any breach of the representations and warranties you make in these Terms, your User Content, or for any breach of security or compromise of your Account.

You agree to be solely responsible for defending any Claims against or suffered by us, subject to our right to participate with counsel of our own choosing.

11. Electronic Signatures and Notices.

Certain activities on the Services may require you to make an electronic signature. You understand and accept that an electronic signature has same legal rights and obligations as a physical signature. If you have an Account, you agree that we may provide you any and all required notices electronically through your Account or other electronic means. You agree that we are not responsible for any delivery fees charged to you as a result of your receipt of our electronic notices.

12. Miscellaneous.

THESE TERMS AND THE USE OF THE SERVICES AND SITE WILL BE GOVERNED BY NORTH CAROLINA LAW EXCEPT FOR ITS CONFLICTS OF LAWS PRINCIPLES. ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES OR WEBSITE MUST BE LITIGATED EXCLUSIVELY IN THE FEDERAL OR STATE COURTS OF MECKLENBURG COUNTY, NORTH CAROLINA, AND BOTH PARTIES CONSENT TO VENUE AND PERSONAL JURISDICTION THERE. These Terms constitute the entire and exclusive agreement between you and VIDA with respect to the Services, and supersede and replace any other agreements, terms and conditions applicable to the Services. These Terms create no third-party beneficiary rights. VIDA's failure to enforce a provision is not a waiver of its right to do so later. If a provision is found unenforceable the remaining provisions of these Terms will remain in full effect and an enforceable term will be substituted reflecting our intent as closely as possible. You may not assign any of your rights in these Terms, and any such attempt is void, but VIDA may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Services. VIDA and you are not legal partners or agents; instead, our relationship is that of independent contractors. If any provision of these Terms is held or made invalid, the invalidity does not affect the remainder of these Terms. We reserve all rights not expressly granted in these Terms and disclaim all implied licenses.

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