

VISERA, LLC

TERMS OF USE

Acceptance of the Terms of Use. These terms of use are entered into by and between You and Visera, LLC (“Visera”, “Company,” “we,” or “us”). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, “Terms of Use”), govern your access to and use of the website visera.com (our “Website”) or when you download, install, access, or use the Visera App (our “App”), including any content, functionality, and services offered on or through the same and regardless as to which device may be used to access the same (collectively, the “Visera Service”).

Please read the Terms of Use carefully before you start to use the Visera Service. By using the Visera Service, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, found at visera.com/privacy-policy, incorporated herein by reference. If you do not agree to these Terms of Use or the Privacy Policy, you must not access or use the Visera Service.

The Visera Service is offered and available to users who are 18 years of age or older. By using the Visera Service, 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 all of these requirements, you must not access or use the Visera Service.

THE VISERA SERVICES ARE NOT A MEDICAL DEVICE AND YOU EXPRESSLY AGREE THAT THE VISERA SERVICES DO NOT INVOLVE THE PROVISION OF MEDICAL ADVICE BY VISERA. THE VISERA SERVICES ARE NOT INTENDED TO DIAGNOSE, TREAT, CURE, OR PREVENT ANY DISEASE OR MEDICAL CONDITION. THE VISERA SERVICES ARE FOR INFORMATIONAL PURPOSES ONLY AND CANNOT REPLACE THE SERVICES OF PHYSICIANS OR MEDICAL PROFESSIONALS.

THE VISERA SERVICES, INCLUDING ALL INFORMATION, TEXT, PHOTOGRAPHS, IMAGES, ILLUSTRATIONS, GRAPHICS, AUDIO, VIDEO, AND AUDIO-VIDEO CLIPS, AND OTHER MATERIALS, WHETHER PROVIDED BY US OR THIRD PARTIES, IS NOT INTENDED TO BE AND SHOULD NOT BE USED IN PLACE OF (a) THE ADVICE OF YOUR PHYSICIAN OR OTHER MEDICAL PROFESSIONALS, (b) A VISIT, CALL, OR CONSULTATION WITH YOUR PHYSICIAN OR OTHER MEDICAL PROFESSIONALS, OR (c) INFORMATION CONTAINED ON OR IN ANY PRODUCT PACKAGING OR LABEL.

SHOULD YOU HAVE ANY HEALTH-RELATED QUESTIONS, PLEASE CALL OR SEE YOUR PHYSICIAN OR OTHER MEDICAL PROVIDER PROMPTLY. SHOULD YOU HAVE AN EMERGENCY, CALL YOUR PHYSICIAN OR 911 IMMEDIATELY. YOU SHOULD NEVER DISREGARD MEDICAL ADVICE OR DELAY IN SEEKING MEDICAL ADVICE BECAUSE OF ANY INFORMATION PRESENTED ON THE SERVICES, AND YOU SHOULD NOT USE THE VISERA SERVICES OR ANY INFORMATION PROVIDED IN THE VISERA SERVICES FOR DIAGNOSING OR TREATING A HEALTH PROBLEM. THE TRANSMISSION AND RECEIPT OF VISERA SERVICES, IN WHOLE OR IN PART, OR COMMUNICATION VIA THE INTERNET, EMAIL, OR OTHER MEANS DOES NOT CONSTITUTE OR CREATE A DOCTOR-PATIENT, THERAPIST-PATIENT, OR OTHER HEALTHCARE PROFESSIONAL RELATIONSHIP BETWEEN YOU AND VISERA.

Visera is not responsible for any health problems that may result from information you learn about through the Visera Services.

You acknowledge that learning to use and market Visera Services correctly and legally is your responsibility, and that Visera is not responsible for your ability/inability to master the necessary skills to utilize or market Visera Services. You agree to not market Visera Services for any off-label use or purposes and use Visera products only as set forth by Visera.

Changes to the Terms of Use. We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Visera Service thereafter. Your continued use of the Visera Service 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.

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

You are responsible for both:

- Making all arrangements necessary for you to have access to the Visera Service; and
- Ensuring that all persons who access the Visera Service through your Internet connection are aware of these Terms of Use and comply with them.

To access the Visera Service 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 Visera Service that all the information you provide on the Visera Service is correct, current, and complete. You agree that all information you provide to register with the Visera Service or otherwise, including, but not limited to, through the use of any interactive features on the Visera Service, is governed by our Privacy Policy, found at visera.com/privacy-policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

We have the right to disable any username, 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.

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

- 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 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 screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Visera Service, or which, as determined by us, may harm the Company or users of the Visera Service, or expose them to liability.

Additionally, you agree not to:

- Use the Visera Service in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Visera Service, including their ability to engage in real time activities through the Visera Service.
- Use any device, software, or routine that interferes with the proper working of the Visera Service.
- 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 Visera Service, the server on which the Visera Service is stored, or any server, computer, or database connected to the Visera Service.
- Attack the Visera Service via a denial-of-service attack or a distributed denial-of-service attack.
- Reverse engineer, decompile, or disassemble the Visera Service.
- Otherwise attempt to interfere with the proper working of the Visera Service.

Monitoring and Enforcement; Termination. We have the right to:

- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Visera Service.
- Terminate or suspend your access to all or part of the Visera Service for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to cooperate fully 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 Visera Service. 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 DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER THE COMPANY OR LAW ENFORCEMENT AUTHORITIES.

Reliance on Information Posted. The information presented on or through the Visera Service is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Visera Service, or by anyone who may be informed of any of its contents.

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Information about You and Your Visits to the Visera Service. All information we collect on the Visera Service is subject to our Privacy Policy, which is found at visera.com/privacy-policy. By using the Visera Service, you consent to all actions taken by us with respect to your information in compliance with such privacy policy.

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You understand that we cannot and do not guarantee or warrant that the Visera Service will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for antivirus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data.

Limitation on Liability. TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE VISERA SERVICE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE VISERA SERVICE OR SUCH OTHER VISERA SERVICES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification. You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, 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 Visera Service, including, but not limited to, your User Contributions, any use of the Visera Service’s content, services, and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Visera Service.

Governing Law and Jurisdiction. All matters relating to the Visera Service and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed

by and construed in accordance with the laws of the State of Utah in the United States of America without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction).

You agree to resolve any disputes or claims arising out of or related to these Terms of Use or the Visera Services through final and binding arbitration by a single arbitrator consistent with the Federal Arbitration Act and the contractual limitations set forth herein. There shall be no authority for any claims to be litigated or arbitrated on a class or representative basis. The prevailing party in any dispute regarding this Agreement, or otherwise between the parties, agrees to pay all reasonable costs and fees, including attorney's fees and all arbiter's fees, associated with any dispute regarding this Agreement. This includes disputes arising out of or relating to interpretation or application of this mandatory arbitration provision, including its enforceability, revocability, or validity. An award of arbitration may be confirmed in a court of competent jurisdiction.

Notwithstanding the foregoing, either party may bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of the Visera Services, or violation of any intellectual property.

Subject to the mandatory arbitration provision, the parties irrevocably consent to bring any action to resolve or enforce claims arising under or relating to this Agreement in the federal or state courts in Salt Lake City, Utah, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

You also agree to waive any right to assert any claims against Visera as a representative or member in any class or representative action, except where such waiver is prohibited by law or deemed by a court of law to be against public policy, and you agree to waive all rights to such class or representative proceedings. No judge or arbitrator may consolidate or join the claims of other persons or parties who may be similarly situated.

No Refunds. All sales are final. Payments are nonrefundable, and Visera does not issue refunds or credits for any partially used subscription periods. To cancel your subscription, please submit a cancellation request to support@visera.com at least one (1) business day before your next billing date. Business days for Visera are defined as Monday through Thursday, 7:00 AM - 5:00 PM (MT). After a cancellation request is processed, you will retain access to the Visera Service until the end of your current billing period.

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Limitations on Installation. Visera grants you only one (1) installation. You may install the Visera Service on no more than two (2) devices at any time, and you agree that you will use the Visera Service on only one (1) device at any given time.

Limitation on Time to File Claims. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE VISERA SERVICE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Waiver and Severability. 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.

Entire Agreement. The Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and Visera regarding the Visera Service and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Visera Service. There are no third-party beneficiaries of these Terms of Use.

Your Comments and Concerns The Visera Service is operated by Visera, LLC, 3300 Triumph Blvd, Ste. 100, Lehi, UT

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