

VING END-USER LICENSE AGREEMENT (EULA)

BY CLICKING “ACCEPT”, CHECKING THE CHECKBOX, OR BY ACCESSING, BROWSING, SUBMITTING INFORMATION TO, AND/OR USING THE PLATFORM (DEFINED BELOW), YOU AGREE AND ACKNOWLEDGE ON YOUR OWN BEHALF THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THIS EULA AND TO COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS. IF YOU DO NOT AGREE TO THIS EULA, DO NOT USE THE PLATFORM.

This is a legal agreement between each viewer and recipient (“Viewers”), managers (“Mgrs”) and account holder and admin (“Admins”) that accepts this EULA (collectively, with Viewers and Admins, a “User”) and via680, LLC (“Ving”). Via680, LLC owns the Ving® platform and its associated or incorporated hardware and software which is made available by this EULA including, without limitation, all associated computer software, media, printed materials, and online or electronic documentation (collectively, the “Platform”). Ving lets organizations share digital packets of information — such as training, safety reminders, compliance content, company updates, or general announcements (like events, newsletters, or HR communications).

1. **Grant of License.** Provided that User accepts this EULA and complies with all terms and conditions of this EULA, Ving hereby grants User a limited, non-exclusive, non-transferable, non-assignable, revocable license for User to access and use the Platform (including any data, material, content or other information contained on the Platform) solely for User’s own internal and educational purposes, at all times pursuant to this EULA.

2. **Privacy Policy; User Accounts.** All personally identifiable information will be processed in accordance with the Ving’s Privacy Policy. This EULA should be read in conjunction with the [Privacy Policy](#), into which this EULA is incorporated by reference. Users may be given or may create a password or other means of authentication to access the Platform. Users are responsible for maintaining the confidentiality and security of their account. When creating an account, Users agree to provide Ving with accurate and complete information and detail, as required, and to keep it up to date. Users are responsible for all activities that occur under their account. Ving is not responsible for any loss that Users may incur as a result of any unauthorized person using their account.

3. **Term and Termination.**

Term. This EULA shall remain in effect unless earlier terminated as permitted hereunder (the “Term”).

Termination. You may stop use of the Platform at any time. If the underlying services agreement between Ving and your employer, business, or organization is terminated, Ving may immediately terminate this EULA and User’s access to the Platform. If User materially breaches this EULA and does not cure that breach within thirty (30) days after receipt of written notice of the breach, the Ving may terminate this EULA for cause. Upon termination of the EULA, a User must stop using the Platform and destroy any copies of Platform and Intellectual Property within User’s control.

Suspension. Ving may suspend access to the Platform (including by temporarily revoking access, as applicable) in case of: (i) Ving’s becoming aware of what Ving deems a credible claim that User’s use of the Platform violates any applicable law, rules or regulations or infringes upon third party rights; (ii) User’s use of the Platform in violation of this EULA or any underlying agreement, or in a manner that interferes with the provision of the Platform; or (iii) in any event where Ving is entitled to terminate this EULA for cause.

Effect of Termination. In the event of the termination of this EULA, the license granted hereunder shall immediately terminate and User shall immediately cease accessing and using the Platform. Termination of this EULA shall be without prejudice to any other right or remedy to which Ving may be entitled under this EULA or applicable law. Termination of this EULA shall not relieve User from any obligations arising hereunder before termination of this EULA or which survive termination of this EULA.

4. **Description of Other Rights and Limitations.**

In connection with Ving’s license of the Platform, the parties acknowledge and agree that Ving is expressly not selling to User, and User is not acquiring any right, title or interest in or to, any patents, copyrights, trade secrets,

trademarks, service marks, trade names, or the company name of via680, LLC, (collectively, “Ving Intellectual Property”) but that User is granted only a license by Ving to use the Platform in the form provided by Ving and for no other purposes. User acknowledges and agrees that its user license is personal to User and may not be shared with any other individual or entity. User shall comply in full with all applicable laws, rules and regulations. User shall not, and shall not attempt to:

- (i) make the Platform available to, or use the Platform for the benefit of, anyone other than themselves;
- (ii) market, sell, distribute, sublicense, use, modify, translate, reproduce, create derivative works from, dispose of, rent, lease, or authorize or permit access or use of any portion of the Platform except as expressly permitted in this EULA;
- (iii) reverse engineer, decompile, or disassemble the Platform;
- (iv) interfere with or disrupt the integrity or performance of the Platform;
- (v) copy the Platform or any part, feature, or function thereof;
- (vi) export or use the Platform in violation of U.S. law;
- (vii) remove any copyright and other proprietary notices contained in the Platform;
- (viii) use the Platform in a manner which infringes or violates any of the intellectual property, privacy, proprietary, or other rights of any third party; or
- (ix) access and use the Platform in any manner that is inconsistent with the terms of this EULA.

Viewers. In addition to other requirements under this EULA, Viewers must be at least 13 years old to use Ving. If Viewers are under 18, Viewers should only use Ving with the knowledge and consent of their organization or guardian. Viewers must only view or share the content or materials on the Platform that Viewers are authorized to view or share.

Admins. In addition to other requirements under this EULA, the following also applies to Admins:

- (i) You are responsible for managing accounts on behalf of your employer, business, or organization. You are responsible for all activity under your account and must notify us immediately of any suspected unauthorized access or use of such accounts.
- (ii) Data removal, overages, billing, refunds and other terms of your use of the Platform are governed by the underlying agreement between your employer, business, or organization and Ving. You and your organization are responsible for complying with all applicable laws, including data privacy and workplace safety rules.
- (iii) You own all right, title, and interest, including all intellectual property rights, in and to the User Data (defined below). You represent that you have all rights necessary to provide and disclose User Data on the Platform and that it will not violate any third party right, including any intellectual property right. You further agree that User Data will not be obscene, harmful, unlawful, or otherwise violate any applicable regulations. You grant to Ving a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the User Data for Ving’s own legitimate business purposes, including to perform all acts with respect to the User Data as may be necessary for Ving to provide the Platform to User. “User Data” means information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of User through the Platform.

5. DISCLAIMER. USER’S ACCESS TO AND USE OF THE PLATFORM IS PROVIDED “AS IS” AND “WITH ALL FAULTS”. NO WARRANTY OR CONDITION, EXPRESS OR IMPLIED, IS MADE WITH RESPECT TO THE PLATFORM, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION, OR NON-INFRINGEMENT. VING DOES NOT GUARANTEE THE ACCURACY, VALIDITY OR COMPLETENESS OF ANY INFORMATION, MATERIAL OR RESULTANT OUTPUT OR DESIGN AVAILABLE UPON OR DERIVED FROM THE PLATFORM.

6. LIMITATION OF LIABILITY. USER’S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY DISSATISFACTION BY USER WITH RESPECT TO THE PLATFORM IS TO DISCONTINUE OPERATING, ACCESSING AND USING THE PLATFORM. IN NO EVENT SHALL VING HAVE ANY LIABILITY TO USER ARISING IN CONNECTION WITH OR UNDER THIS EULA (WHETHER UNDER THE THEORIES OF BREACH OF CONTRACT, TORT, MISREPRESENTATION, FRAUD,

WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY OF LAW). THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

7. **Intellectual Property Ownership.** The Platform and all Ving Intellectual Property (including any data, material, content, training materials, templates, or other information contained on the Platform) is the intellectual property of and is owned or license by Ving. The structure, design, and organization of the Platform are the exclusive property, valuable trade secrets and confidential information of Ving and title to the Platform shall at all times remain with Ving.

8. **Not for Legal Advice; No Compliance Guarantee.** Please be advised that Ving does not provide legal advice and is not authorized to act as legal counsel. Any information or services provided by Ving should not be construed as legal, financial, or medical advice. The training materials, resources, and other content provided through the Platform are for informational purposes and are not guaranteed to meet all legal, regulatory, or compliance requirements applicable to User or its employer, organization, or jurisdiction. Ving makes no representations or warranties, express or implied, regarding the completeness, accuracy, or suitability of the content for compliance purposes.

9. **Indemnity.** User shall indemnify, defend and hold harmless Ving and its affiliates, employees, agents, officers, directors, shareholders, representatives, successors and assigns from and against any loss, liability, cause of action, cost or expense (including reasonable attorneys' fees) arising from, in connection with or related to: (i) the material breach of this EULA by User; (ii) the acts and omissions of User in connection with access to and use of the Platform; (iii) the violation, infringement or misappropriation by User of the intellectual property, proprietary or other rights of Ving or any third party.

10. **Applicable Law.** This EULA is governed, construed and enforced in accordance with the laws of the State of Ohio, without giving effect to any principles of conflicts of laws. Jurisdiction and venue for all actions arising under this EULA shall be in the federal and state courts located in Cleveland, Ohio.

11. **Miscellaneous.** This EULA and any underlying agreement with your employer, business, or organization constitutes the entire agreement between User and Ving relating to the subject matter of this EULA and supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the subject matter of this EULA. In the event that any part of this EULA is determined to violate any applicable federal, state, local or foreign laws, rules or regulations, then the remaining provisions of this license shall remain in full force and effect and shall be enforced to the fullest extent permitted by law. A waiver of any provision of this EULA shall only be effective if in a writing signed by the party against which the waiver is claimed. This EULA may not be assigned by User without the prior written consent of Ving. This EULA may be assigned by Ving, by operation of law or otherwise, without the consent or approval of User or any other person, firm or entity. This EULA may be amended, modified or changed from time to time by Ving in Ving's sole discretion. Your continued use of the Platform will serve as your consent to any amendments. User agrees that access to and use of the Platform will not be provided by User or any employee or agent of User to any citizen of a country to which access or use thereof is barred, or to which exports or shipments are barred, by the United States government.

12. **Contact Us.** If you have any questions or concerns, please contact us using the following information:

via680, LLC (Ving®)
25 E. Boardman Street, STE 242
Youngstown, Ohio 44503
Email: support@vingapp.com

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