

VisionVault.Club
Terms of Use

Last Updated [Feb 20th 2025]

IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS OF USE, DO NOT CONTINUE WITH THE USE OF THIS OR ANY OTHER WEBSITE, APPLICATION, OR SOFTWARE PROVIDED BY VISION VAULT, LLC THAT IS GOVERNED BY THESE TERMS OF USE.

Welcome to <https://visionvault.club> (“Website”), which is owned, operated, and controlled by Vision Vault, LLC (“Vision Vault,” “We,” or “Us”).

These Terms of Use (“Terms”) govern the use of the Website and any associated online products, platforms, applications, software, or services, (collectively, “Services”), by you or any entity you represent (“You” and “Your”). In some instances, both these Terms and separate terms issued and/or offered by Vision Vault setting forth additional conditions may apply to specific Services offered (“Additional Terms”). To the extent there is a conflict between these Terms and any Additional Terms, the Additional Terms will control unless the Additional Terms expressly state otherwise.

By visiting the Website or otherwise using the Services in any manner, You acknowledge, accept, and agree to be bound by these Terms, including the binding arbitration terms in Section 8, and any applicable Additional Terms. You also acknowledge, agree, and consent to our data practices with respect to personal information obtained through the Website or Services as more fully described in our [Privacy Policy](#).

By visiting the Website or otherwise using the Services, You represent and warrant that You, Your financial institutions, or any entity You own or control, or, if You are authorized to act on behalf of an entity, the entity that owns or controls You, are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties, including but not limited to lists maintained by the United Nations Security Council, the U.S. Government (including without limitation, the Specially Designated Nationals List and Foreign Sanctions Evaders List of the U.S. Department of Treasury and the Entity List of the U.S. Department of Commerce), the European Union or its Member States, or other applicable government authority, and not located in any country to which the United States has embargoed goods or has otherwise applied any sanctions.

Please read these terms carefully before visiting the Website or otherwise using the Services. These Terms constitute a legally binding agreement between You and Vision Vault, affect Your legal rights, responsibilities and obligations, and limit Vision Vault’s liability to You. They further require You to indemnify Vision Vault and agree to settle certain disputes through individual arbitration. These Terms do not affect Your mandatory statutory rights under applicable laws, to the extent that such rights apply to You and cannot be limited or excluded. **IF YOU DO NOT AGREE TO THESE TERMS AND ANY ADDITIONAL TERMS, DO NOT USE THE WEBSITE OR SERVICES.**

Vision Vault reserves the right, at its sole discretion, to change these Terms or Additional Terms at any time without notice. All such changes will be in effect as of the “Last Updated” date at the top of this page. Your continued use of the Website and/or Services after the “Last Updated” date constitutes Your acceptance and agreement to such changes as more fully explained in Section 11 below.

THE WEBSITE AND SERVICES ARE PROVIDED ON AN AS IS BASIS, AND VISION VAULT MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THEIR CONDITION OR FUNCTIONALITY.

FULL ONLINE TERMS OF USE

1. OWNERSHIP AND YOUR RIGHTS TO USE THE SERVICE AND CONTENT.

1.1. Ownership. The Website and Services contain materials and other items relating to Vision Vault, including layout, information, databases, articles, posts, text, data, files, images, scripts, designs, graphics, instructions, illustrations, photographs, sounds, pictures, videos, advertising copy, URLs, technology, software, interactive features, and the “look and feel” of the Service, (together, the “**Content**”) including all copyrights, patents, trademarks, service marks, trade names, and all other intellectual property rights therein (“**Intellectual Property**”). All Content herein is owned or controlled by Vision Vault, its licensors, or certain other parties. All rights, title, and interest in and to the Content available via the Services are the property of Vision Vault, its licensors, or certain other parties, and are protected by U.S. and international copyright, trademark, trade dress, patent and/or other intellectual property and unfair competition rights and laws to the fullest extent possible. Vision Vault owns the copyright in the selection, compilation, assembly, arrangement, and enhancement of the Content on the Services.

1.2. Your Rights to Use the Services and Content. Subject to Your strict compliance with these Terms and any applicable Additional Terms, Vision Vault grants you a limited, non-exclusive, revocable, non-commercial, non-assignable, personal, and non-transferable license to download, display, view, or use the Website, Services, or Content on a computer, mobile, or other Internet-enabled or permitted device (“**Device**”) as it is displayed to you for Your personal, non-commercial use only (“**Licensed Elements**”). The foregoing limited license does not give you any ownership of, or any other intellectual property interest in, any Content. Your unauthorized use of the Services or Content may violate copyright, trademark, privacy, publicity, communications, and other laws, and any such use may result in Your personal liability, including potential criminal liability. Your right to access and use the Services and the Intellectual Property shall automatically terminate upon any violations. As Your right to access and use the Services and the Content is personal to You, You may not assign or transfer Your right; any attempt to do so is void.

1.3. Communication. Subject to any applicable Additional Terms, You may (i) share the Content on social media (ii) initiate and send communications to one or more of Your contacts that includes a copy of the Content, and/or (iii) post the Content to third-party services, including Your own personal non-commercial website; provided, however, that (i) You share the Content in a manner that does not violate applicable law or the rights of any third-party, including without limitation intellectual property rights, rights of publicity, and rights of privacy, (ii) You do not take any action that may reflect negatively on Vision Vault or its licensors, and (iii) You only send communications to recipients You have permission to contact.

1.4. Media Downloads. If the Service includes a “Download” link next to a piece of Content (including, without limitation, an image, an icon, a music track, or a video), you may only download a single copy of such content to a single Device.

1.5. Software Downloads. You may use any software that Vision Vault makes available on or through the Website (“**Software**”) on Your Device in machine-executable object code form only, and You may make one additional copy for back-up purposes; provided, however, that You understand and agree that (i) by allowing You to use the Software, Vision Vault does not transfer title to the Software to You; (ii) You may not copy, modify, adapt, translate into any language, distribute, or create derivative works based on the Software, except as expressly authorized in these Terms or applicable Additional Terms; (iii) You may not assign, rent, lease, or lend the Software to any person or entity, and any attempt by You to sublicense, transfer, or assign the Software will be void and of no effect; and (iv) You may not

decompile, disassemble, reverse engineer, or attempt to reconstruct, identify, or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of the Software by any means whatsoever, except to the extent the foregoing restriction is prohibited by applicable law.

1.6. Account Registration. If applicable, You may register for a personal account (and/or related username and password) on the Website ("**Account**") and use such Account to interact with the Website, Services, and Content as more fully explained in Section 4 below.

1.7. Post Certain Links. You may post a link to the Website or Services on Your own personal non-commercial website or other social media pages (collectively "**Sites**"), provided (i) such links only incorporate text, and do not use any Vision Vault names, logos, or images; (ii) Your Sites (a) do not suggest any affiliation with or sponsorship by Vision Vault or cause any other confusion with the Vision Vault brand, (b) do not portray Vision Vault or its products and services in a false, misleading, derogatory, or otherwise offensive manner, and (c) do not contain content that is unlawful, offensive, obscene, lewd, lascivious, filthy, violent, threatening, harassing, or abusive, or that violates any right of any third-party or are otherwise objectionable to Vision Vault. Vision Vault reserves the right to suspend or prohibit linking to the Website or Services for any reason, in its sole discretion, without advance notice or any liability of any kind.

1.8. Other. You may use any other functionality expressly provided by Vision Vault on the Website or through the Services for use, subject to these Terms or any applicable Additional Terms.

1.9. Rights of Others. Your use of the Website and any Services hereunder may not violate the rights of Vision Vault or any third-party, including without limitation, intellectual property rights, rights of publicity, and rights of privacy. Any unauthorized use of the Content contained herein, or the related intellectual property rights thereof, that violates the rights of others or any applicable laws may result in Your civil and criminal liability. Any third-party that believes his/her work has been infringed via the Services, *see* Section 5 below.

1.10. Reservation of Rights. These Terms and any applicable Additional Terms include only narrow, limited grants of rights to use and access the Website, Services, and Content contained herein. ALL RIGHTS NOT EXPRESSLY GRANTED TO YOU ARE RESERVED BY VISION VAULT, ITS LICENSORS, AND OTHER THIRD PARTIES. No right or license may be construed, under any legal theory, by implication, estoppel, industry custom, or otherwise. Any unauthorized use of the Website, Content, or Services for any purpose is strictly prohibited.

1.11. Other Online Services. Vision Vault is not responsible for other online services or their content or advertisement(s) ("**Other Online Services**"). For instance, portions of the Services may be integrated into or linked to other platforms that Vision Vault does not control. This may include the ability to share the Content on third-party sites and services using plug-ins made available via this Website. Please note that Other Online Services have their own privacy policies and terms of use, and Vision Vault is not responsible or liable for these policies or terms.

2. CONTENT YOU SUBMIT AND USAGE RULES.

2.1. General. Vision Vault may now, or in the future, provide the opportunity to create, build, post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit to Vision Vault (i) through the Website, (ii) its Services, or (iii) via certain third-party platforms, in connection with any Vision Vault marketing or promotions in any media or manner, messages, text, illustrations, files, images, graphics, photos, comments, responses, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, personally identifiable information, or other information

or materials and the ideas contained therein, (collectively, “**User-Generated Content**” or “**UGC**”). Subject to the rights and licenses You grant Vision Vault under these Terms, and subject to any applicable Additional Terms, You retain whatever legally identifiable right, title, and interest that you may have in Your UGC, provided, however, that none of Your UGC contains any Content or NFT Media.

2.2. Non-Confidentiality of UGC. Except as otherwise described in our posted [Privacy Policy](#), or any applicable Additional Terms, You agree that (i) any UGC will be treated as non-confidential and non-proprietary by Vision Vault – regardless of whether you mark them “confidential,” “proprietary,” or the like, (ii) any UGC submitted will not be returned, and (iii) to the maximum extent permitted by applicable law, Vision Vault does not assume any obligation of any kind to You or any third-party with respect to the UGC. Upon request, You will provide documentation necessary to authenticate rights to such content and verify Your compliance with these Terms or any applicable Additional Terms. You acknowledge that the Internet and mobile communications may not be secure and may be subject to breaches of security. Accordingly, You acknowledge and agree that UGC is submitted to Vision Vault at Your own risk.

2.3. License to Vision Vault of UGC. Except as otherwise described in any applicable Additional Terms that specifically govern the submission of Your UGC, You hereby grant Vision Vault, the non-exclusive, unrestricted, unconditional, unlimited, worldwide, irrevocable, perpetual, and cost-free right and license to use, copy, record, distribute, reproduce, disclose, sell, re-sell, sublicense (through multiple levels), display, publicly perform, transmit, publish, broadcast, translate, make derivative works of, and otherwise use and exploit in any manner whatsoever, all or any portion of Your UGC (and derivative works thereof), for any purpose whatsoever in all formats, on or through any means or medium now known or hereafter developed, and with any technology or devices now known or hereafter developed, and to advertise, market, and promote the same. Without limitation, the rights granted include the right to: (i) configure, host, index, cache, archive, store, digitize, compress, optimize, modify, reformat, edit, adapt, publish in searchable format, and remove such UGC and combine the same with other materials, and (ii) use any ideas, concepts, know-how, or techniques contained in any UGC for any purposes whatsoever, including developing, producing, and marketing products and/or services. In exercising its rights hereunder, Vision Vault may remove or alter metadata, notices, and content, including copyright management information from the UGC. You consent to such alteration and/or removal and further represent and warrant that You have all necessary authority to do so. As permitted by applicable law, You grant Vision Vault the unconditional, perpetual, and irrevocable right to use and exploit Your name, persona, and likeness in connection with any UGC, without any obligation or remuneration to You. Except as prohibited by law, You waive any moral rights (including attribution and integrity) that you may have in any UGC, even if it is altered or changed in a manner not agreeable to You. To the extent not waivable, You irrevocably agree not to exercise such moral rights (if any) in a manner that interferes with Vision Vault’s exercise of the granted rights. You understand that you will not receive any fees, sums, consideration, or remuneration for any of the rights granted in this Section 2.3.

2.4. Representations and Warranties Related to UGC. Each time you submit any UGC for use in the Services, You represent and warrant that (i) You are at least the age of majority in the jurisdiction in which You reside, (ii) You are the parent or legal guardian, or have all proper consents from the parent or legal guardian, of any minor who is depicted in or contributed to any UGC you submit, and (iii) as to all UGC, (a) You are the sole author and owner of all intellectual property and other rights in and to the UGC, (b) You have a lawful right or authority to submit the UGC and grant Vision Vault the rights under these Terms and any applicable Additional Terms, without the need for Vision Vault to obtain consent of any third-party and without creating any other obligation or liability of Vision Vault; (c) the UGC is accurate; (d) the UGC does not and, as to Vision Vault’s permitted uses and exploitation set forth in

these Terms, will not infringe any right of any third-party, including without limitation intellectual property rights, rights of publicity, and rights of privacy; and (e) the UGC will not violate these Terms or any applicable Additional Terms, or cause injury or harm to any person.

2.5. Enforcement. Vision Vault has no obligation to monitor or enforce any intellectual property rights to Your UGC, but You grant Vision Vault the right to protect and enforce its rights in and to Your UGC, including initiating actions in Your name and on Your behalf (at Vision Vault's cost and expense, to which you hereby consent and irrevocably appoint Vision Vault as Your attorney-in-fact, with the power of substitution and delegation, which appointment is coupled with an interest).

2.6. Your UGC. All UGC must either originate from You or You must obtain all necessary rights in and to it from third parties in order to permit Your compliance with these Terms and any applicable Additional Terms. Your UGC should not contain any visible logos, phrases, or trademarks that belong to third parties. Do not use any UGC that belongs to other people and pass it off as Your own; this includes any content that You might have found elsewhere on the Internet. If anyone contributes to Your UGC or has any rights to Your UGC, or if anyone appears or is referenced in the UGC, then You must also have their permission to submit such UGC to Vision Vault. (For example, if someone has taken a picture of you and Your friend, and you submit that photo to Vision Vault as Your UGC, then you must obtain the permission of Your friend and the photographer to do so).

2.7. Offensive Content. If You think Your UGC might offend someone or be embarrassing to someone, then chances are it probably will, and it doesn't belong on the Services. Cursing, harassing, stalking, insulting comments, personal attacks, gossip, and similar actions are prohibited. Your UGC must not threaten, abuse, or harm others, and it must not include any negative comments that are connected to race, national origin, gender, sexual orientation, religion, or handicap. Your UGC must not be defamatory, slanderous, indecent, obscene, pornographic, or sexually explicit. Your UGC must not exploit children under the age of 18. Without limitation, Vision Vault may, but does not commit to, address content as outlined in this Section 2.7 that comes to our attention that we believe is offensive, obscene, lewd, lascivious, filthy, violent, harassing, threatening, abusive, illegal or otherwise objectionable or inappropriate, or to enforce the rights of third parties or these Terms or any applicable Additional Terms.

2.8. Do Not Use for Inappropriate Purposes. Your UGC must not promote any infringing, illegal, or other similarly inappropriate activity.

2.9. Be Honest and Do Not Misrepresent Yourself or Your UGC. Do not impersonate any other individual, user, or company, and do not submit UGC that you believe may be false, fraudulent, deceptive, inaccurate, or misleading, or that misrepresents Your identity or affiliation with a person or company. In the event you receive anything in consideration from Vision Vault with respect to Your UGC (e.g., coupons, sweepstakes entries, etc.) You represent you will include disclosure of the receipt of this consideration clearly and conspicuously as part of the UGC and include any other disclosures we may require.

2.10. UGC Violations. If You submit UGC that Vision Vault reasonably believes violates these Terms, Vision Vault may take any legally available action that it deems appropriate, in its sole discretion. We may require, at any time, proof of the permissions referred to above in a form acceptable to us. Failure to provide such proof may lead to, among other things, removal from use of the Services.

3. SERVICES AND CONTENT USE RESTRICTIONS.

3.1. Prohibited Use. You agree that you will not use the Services in a manner that is unlawful, offensive, obscene, lewd, lascivious, filthy, violent, threatening, harassing, or abusive; that violates any right of any third-party; or that is otherwise objectionable to Vision Vault. Vision Vault reserves the more general and broad right to terminate Your account or suspend or otherwise deny Your access to the Services or its benefits – all in our sole discretion, for any reason, and without advance notice or liability.

3.2. Services Use Restrictions. You agree that You will not: (i) use the Services for any political or commercial purpose in competition with us (including, without limitation, for purposes of advertising, soliciting funds, collecting product prices, and selling products); (ii) use any meta tags or any other “hidden text” utilizing any Intellectual Property; (iii) use the Services to engage in any activities that harm or attempt to harm any individuals or entities; (iv) use the Services to decompile, disassemble, reverse engineer, or attempt to reconstruct, identify, or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of the Services by any means whatsoever; (v) modify any source or object code accessible on the Service nor other products, services, or processes accessible through any portion of the Services; (vi) engage in any activity that interferes with another user’s access to the Services, the proper operation of the Services, or that otherwise causes harm to the Services, Vision Vault, or other users of the Services; (vii) interfere with or circumvent any security feature (including any digital rights management mechanism, device, or other content protection or access control measure) of the Services or any feature that restricts or limits the use of or access to the Services, the Content, or the UGC; (viii) harvest or otherwise collect or store any information, including personally identifiable information about other users of the Services, including email addresses, without the express consent of such users; (ix) attempt to gain unauthorized access to the Services or other computer systems or networks connected to the Services through password mining or any other means; or (x) otherwise violate these Terms or any applicable Additional Terms.

3.3. Content Use Restrictions. While using the Services You agree: (i) to keep intact all trademark, copyright, and other Intellectual Property or other notices contained in the Content; (ii) to not use the Content in a manner that suggests an unauthorized association with any products, services, or brands; (iii) to not make any modifications to the Content (other than to the extent of Your specifically permitted use of Licensed Elements, if applicable); (iv) to not copy, modify, reproduce, archive, sell, lease, rent, exchange, create derivative works from, publish by hard copy or electronic means, publicly perform, display, disseminate, distribute, broadcast, retransmit, circulate or transfer to any third-party or on any third-party application or website, or otherwise use or exploit such content in any way for any purpose except as specifically permitted by these Terms or any applicable Additional Terms or with the prior written consent of an officer of Vision Vault or, in the case of content from a licensor, the owner of the Content; and (v) to not insert any code or product to manipulate such Content in any way that adversely affects the Services.

3.4. Availability of Services and Content. Vision Vault, in its sole discretion without advance notice or liability, may immediately suspend or terminate the availability of the Services and/or Content (and any elements and features of them), in whole or in part, for any reason.

4. CREATING AN ACCOUNT. To access or use some of the features on the Services, Vision Vault may require You to register and create an account through Vision Vault’s online registration process. The practices governing any collection, use, disclosure and/or management of any personal information provided during the account creation process are disclosed in the [Privacy Policy](#). If you are under the age of majority in the state in which You reside, then You are not permitted to register, create an account, or otherwise use the Services or submit personal information to Vision Vault. If You register for any feature that requires a password and/or username, then You will select Your own password at the time of registration (or we may

provide you a randomly generated initial password) and You agree to the following: (i) You will not use a username (or email address) that (a) is already being used by someone else, (b) attempts to impersonate another person, (c) belongs to another person, (d) violates the intellectual property or other rights of any person or entity, or (e) is offensive; (ii) Vision Vault may reject the use of any password, username, or email address for any reason in its sole discretion; (iii) You will provide true, accurate, current, and complete information about Yourself in connection with the registration process; (iv) You are solely responsible for all activities that occur under Your account, password, and username – whether or not You authorized the activity; (v) You are solely responsible for maintaining the confidentiality of Your password and for restricting access to any personal Device so that others may not access any password protected portion of the Services using Your name, username, or password; (vi) You will immediately notify Vision Vault of any unauthorized use of Your account, password, or username, or any other breach of security, but accept that Vision Vault is not responsible for thereafter stopping or preventing unauthorized use; and (vii) You will not sell, transfer, or assign Your account or any account rights. Vision Vault will not be liable to you or any third party for any loss or damage of any kind and under any legal theory arising from Your inability or failure for any reason to comply with any of the foregoing obligations. If any information that You provide, or if we have reasonable grounds to suspect that any information that you provide, is false, inaccurate, outdated, incomplete, or violates these Terms, any applicable Additional Terms, or any applicable law, Vision Vault may suspend or terminate Your account. We also reserve the more general and broad right, as permitted by applicable law, to terminate Your account or suspend or otherwise deny Your access to it or its benefits – all in our sole discretion, for any reason, and without advance notice or liability.

5. PROCEDURE FOR ALLEGING COPYRIGHT INFRINGEMENT.

5.1. DMCA Requirements. We are committed to complying with U.S. copyright and related intellectual property laws. Our policy is to respond to notices of alleged infringement that comply with the Digital Millennium Copyright Act (“**DMCA**”). It is our policy to remove and/or discontinue Services to repeat offenders. If any person or entity believes their copyrighted work has been copied and used on the Services in a way that constitutes copyright infringement, they may notify us by providing our copyright agent with the following information in accordance with the requirements of the DMCA:

- The electronic or physical signature of the owner of the copyright or the person authorized to act on the owner’s behalf.
- A description of the copyrighted work that you claim has been infringed and a description of the infringing activity.
- Identification of the location where the original or an authorized copy of the copyrighted work exists.
- Identification of the URL or other specific location on the Services where the material you claim is infringing is located, and enough information to allow us to locate the material.
- Your name, address, telephone number, and email address so that we may contact you.
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law.
- 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 are authorized to act on the copyright owner’s behalf.

Vision Vault will only respond to DMCA Notices that it receives by the email or phone number listed directly below.

Email: Notices@visionvault.club

Phone: (212) 786-4117

Vision Vault may elect to not respond to DMCA notices that do not substantially comply with all of the foregoing requirements, and it may elect to take any and all action it deems appropriate based on notices that do not substantially comply with the DMCA.

5.2. DMCA Counter-Notification. If access to the Services is disabled or the infringing work is removed as a result of a DMCA copyright infringement notice, and You believe in good faith that this was the result of mistake or misidentification, then You may submit a “**Counter-Notification**” to the email address listed above. The DMCA Counter-Notification should contain the following information:

- a legend or subject line that says: “DMCA Counter-Notification”;
- a description of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled (please include the full URL of the page(s) on the Services from which the material was removed or access to it disabled);
- a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled;
- Your full name, address, telephone number, email address, and the username of Your account with us (if any);
- a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which Your address is located (or, if the address is located outside the U.S.A., to the jurisdiction of the United States District Court for the Southern District of New York), and that you will accept service of process from the person who provided DMCA notification to us or an agent of such person; and
- Your electronic or physical signature.

5.3. Receipt of DMCA Counter-Notification. If Vision Vault receives a DMCA Counter-Notification, then Vision Vault may, in its sole discretion, reverse any action previously taken with respect to the related DMCA Notification. Upon receipt of a Counter-Notification that satisfies the requirements of DMCA, We will provide a copy of the Counter-Notification to the person who sent the original notification of claimed infringement and will follow the DMCA's procedures regarding counter notification. All Counter-Notifications must satisfy the requirements of Section 512(g)(3) of the U.S. Copyright Act. In all events, You expressly agree that neither Vision Vault nor its employees, officers, directors, or agents will be a party to any disputes or lawsuits regarding alleged copyright infringement. Please note You may be held liable for money damages if you materially misrepresent an activity is infringing Your copyrights.

6. NOTICES, QUESTIONS, AND CUSTOMER SERVICE.

6.1. Notices to You. You agree that we may give you notices or otherwise respond to You by mail or to Your email (if we have it on file) or in any other manner reasonably elected by us. You agree that all agreements, notices, disclosures, and other communications that Vision Vault provides to you may be sent electronically, and that such communication is valid and satisfies any legal requirement that such communications be in writing.

6.2. Notices to Vision Vault. All legal notices to Vision Vault must be sent to 21 Dey Street, New York, New York 10007. If You have a question regarding the Services, You may contact Vision Vault at Notices@visionvault.club. You acknowledge that Vision Vault has no obligation to provide You with customer support of any kind and that customer service personnel cannot change or waive Terms or applicable Additional Terms.

7. PRODUCT SPECIFICATIONS; TYPOGRAPHICAL ERRORS. We strive to accurately describe our products or services offered on the Services; however, we do not warrant that such specifications or other content on the Services are complete, accurate, reliable, current, or error-free.

8. DISPUTE RESOLUTION; MANDATORY BINDING ARBITRATION; CLASS ACTION, CLASS ARBITRATION, AND COLLECTIVE ARBITRATION WAIVERS.

8.1. YOU AND VISION VAULT AGREE TO ARBITRATE – RATHER THAN LITIGATE – ANY AND ALL CLAIMS, DISPUTES, OR CONTROVERSIES BETWEEN YOU AND VISION VAULT, INCLUDING ANY PARENTS, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS OF VISION VAULT, WHETHER BASED IN CONTRACT, STATUTE, REGULATION, ORDINANCE, TORT (INCLUDING, BUT NOT LIMITED TO, FRAUD, MISREPRESENTATION, FRAUDULENT INDUCEMENT, NEGLIGENCE, OR ANY OTHER INTENTIONAL TORT) OR OTHER LEGAL OR EQUITABLE THEORY (COLLECTIVELY “DISPUTES”) THAT ARISE OUT OF OR IN ANY WAY RELATE TO THESE TERMS, ANY OF THE SERVICES PROVIDED HEREUNDER OR ANY OTHER SERVICES OR PRODUCTS THAT VISION VAULT MAY OFFER OR PROVIDE TO YOU IN CONNECTION WITH THESE TERMS (INCLUDING WITHOUT LIMITATION AMOUNTS THAT VISION VAULT CHARGES YOU FOR SERVICES OR PRODUCTS PROVIDED, ANY ALLEGED BREACH RELATED TO THE COLLECTION, RETENTION OR DISCLOSURE OF YOUR PERSONAL INFORMATION, AND ANY ALLEGED VIOLATION OF OUR [PRIVACY POLICY](#)). The term “Dispute” means any and all past, present or future disputes, claims or controversies between You and Vision Vault, whether based in contract, statute, regulation, ordinance, tort (including, without limitation, fraud, misrepresentation, fraudulent inducement, negligence or any other intentional tort) or any other legal or equitable theory, and includes, without limitation, any such disputes, claims or controversies arising out of or relating to the validity, enforceability, interpretation and/or scope of this dispute resolution agreement, provided, however, that the term “Dispute” does not include any such disputes, claims or controversies arising out of or relating to the validity, enforceability, interpretation and/or scope of the class action, class action arbitration and collective arbitration waivers set forth in Section 8.2 below, or whether claims to resolve any disputes must proceed solely on an individual basis, all of which shall be decided by a court of competent jurisdiction, and not by an arbitrator. With that sole exception, which shall be broadly construed, the term “Dispute” shall be given the broadest possible meaning. You and Vision Vault also agree to arbitrate any and all Disputes that arise out of or relate in any way to any services or products provided to You by Vision Vault under any other agreement. Notwithstanding this agreement to arbitrate, You and Vision Vault may bring appropriate Disputes against each other in small claims court, if the Dispute falls within the small claims court’s jurisdiction.

8.2. CLASS OR COLLECTIVE ARBITRATION; CLASS ACTION WAIVER; COLLECTIVE ARBITRATION WAIVER.

YOU AGREE THAT ALL DISPUTES BETWEEN YOU AND VISION VAULT WILL BE ARBITRATED INDIVIDUALLY, AND THAT THERE WILL BE NO CLASS, COLLECTIVE, COORDINATED REPRESENTATIVE, OR CONSOLIDATED ACTIONS IN ARBITRATION (“**CLASS OR COLLECTIVE ARBITRATION**” AS MORE FULLY DEFINED BELOW). You further agree that any action or agreement by You to bring claims or to participate in any claims related to a Dispute in a Class or Collective Arbitration is contrary to these Terms. A Class or Collective Arbitration shall include, but is not limited to, any claim (i) to resolve a Dispute involving two (2) or more similar claims for arbitration filed by or on behalf of one or more claimants; (ii) which involves common questions of law or fact; (iii) which involves an agreement to cooperate or coordinate the arbitration demands being asserted against the same defendant(s); and (iv) is initiated at or near the same time. You agree that this Class Action Waiver and Collective Arbitration Waiver shall be binding in any arbitral proceeding. No arbitrator shall have the authority to consolidate, join, or allow the coordination of more than one (1) person’s claims or to preside over a class, collective, mass, or representative proceeding in any form. No arbitrator shall have the authority to determine the enforceability of this Section 8.2. If You or Vision Vault brings a claim in small claims court, the Class

Action Waiver will apply, and neither of us can bring a claim on a class or representative basis. Furthermore, neither You nor Vision Vault may participate in a class or representative action as a class member if the class action asserts Disputes that would fall within the scope of this arbitration agreement if they were directly asserted by You or Vision Vault. Both parties agree that this Class Action waiver is an essential part of this arbitration agreement and that if this Class Action Waiver is found to be unenforceable by any court, then the entire arbitration agreement set forth in this Section 8 will not apply to any Dispute between You and Vision Vault except for the provisions of Section 8.6 waiving the right to a jury trial. This Class Action and Collective Arbitration Waiver may not be severed from our arbitration agreement.

8.3. Arbitrator Authority. The arbitration between You and Vision Vault will be binding. In arbitration, there is no judge and no jury. Instead, our Disputes will be resolved by an arbitrator, whose authority is governed by these Terms. You and Vision Vault agree that an arbitrator may only award such relief as a court of competent jurisdiction could award, limited to the same extent as a court would limit relief pursuant to these Terms. An arbitrator may award attorneys' fees and costs if a court would be authorized to do so and may issue injunctive or declaratory relief if that relief is required or authorized by the applicable law, however such injunctive or declaratory relief may not extend beyond You and Your dealings with Vision Vault. Review of arbitration decisions in the courts is very limited.

8.4. Informal Dispute Resolution. You and Vision Vault agree that you will try to resolve Disputes informally before resorting to arbitration. If you have a Dispute, first contact Vision Vault at: Notices@visionvault.club. If a Vision Vault representative is unable to resolve Your Dispute in a timely manner, you agree to then notify Vision Vault of the dispute by sending a written description of Your claim to Vision Vault at Notices@visionvault.club so that Vision Vault can attempt to resolve it with You. If Vision Vault does not satisfactorily resolve Your claim within thirty (30) calendar days of receiving written notice to Vision Vault of Your claim, then you may pursue the claim in arbitration. Neither You nor Vision Vault may initiate arbitration without first following the informal dispute resolution procedure provided in this Section 8.4, and thereafter, if the Dispute is still not resolved, the party who desires to initiate arbitration must provide the other written notice of the intent to file for arbitration. If You are sending a written notice of Your intent to file for arbitration to Vision Vault, please send such notice via U.S. mail to Vision Vault, Attn: Dispute Resolution, 21 Dey Street, New York, New York 10007. If Vision Vault is sending You a written notice of our intent to file for arbitration, we will send it to the last known address of record we have on file for You.

8.5. Arbitration Procedures. You and Vision Vault agree that these Terms and the Services Vision Vault provides to you affect interstate commerce and that the Federal Arbitration Act, and not state arbitration laws, applies for all Disputes. All arbitrations shall be conducted by the American Arbitration Association ("AAA"). The AAA's rules are available on its website at www.adr.org or by calling 1-800-778-7879. If the claim asserted in arbitration is for less than \$75,000, the AAA's Consumer Arbitration Rules will apply. If the claim asserted is for \$75,000 or more, the Commercial Arbitration Rules will apply. If there is a conflict between the AAA's rules and this dispute resolution agreement, this dispute resolution agreement shall control. To initiate arbitration, You must send a letter requesting arbitration and describing Your claims to Vision Vault at Notices@visionvault.club or via U.S. mail to Vision Vault, Attn: Arbitration Inquiry, 21 Dey Street, New York, New York 10007. You must also comply with the AAA's rules regarding initiation of arbitration.

8.6. Jury Trial Waiver. If for any reason this arbitration agreement is found to be unenforceable, You and Vision Vault expressly and knowingly **WAIVE THE RIGHT TO TRIAL BY JURY**. This means that a judge rather than a jury will decide Disputes between You and Vision Vault if, for any reason, the arbitration agreement is not enforced.

9. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES.

AS PERMITTED BY APPLICABLE LAW, YOUR ACCESS TO AND USE OF THE WEBSITE AND SERVICES IS AT YOUR SOLE RISK, AND THE WEBSITE AND SERVICES ARE PROVIDED ON AN “AS IS,” “AS AVAILABLE,” AND “WITH ALL FAULTS” BASIS. To the fullest extent permissible by applicable law, Vision Vault and its direct and indirect parents, subsidiaries, and each of their respective employees, directors, members, managers, shareholders, agents, vendors, licensors, licensees, contractors, customers, successors, and assigns (collectively, “**Vision Vault Parties**”) hereby disclaim and make no representations, warranties, endorsements, or promises, express or implied, in connection with, or otherwise directly or indirectly related to, without limitation, the Services, Content, the Licensed Elements, UGC, or other Vision Vault products or services, except as explicitly set forth below.

EXCEPT FOR ANY SPECIFIC WARRANTIES PROVIDED HEREIN, IN APPLICABLE ADDITIONAL TERMS, OR AS OTHERWISE REQUIRED BY APPLICABLE LAW, VISION VAULT PARTIES HEREBY FURTHER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION, AND FREEDOM FROM COMPUTER VIRUS.

NOTWITHSTANDING THE FOREGOING, THIS SECTION DOES NOT EXPAND OR LIMIT (i) ANY EXPRESS, WRITTEN PRODUCT WARRANTY OR RELATED DISCLAIMERS THAT ARE PROVIDED BY VISION VAULT PARTIES OR THEIR SUPPLIERS WITH REGARD TO A PHYSICAL PRODUCT SOLD BY VISION VAULT PARTIES TO YOU OR ANY WARRANTY ON A PHYSICAL PRODUCT TO THE EXTENT REQUIRED BY APPLICABLE LAW; (ii) VISION VAULT PARTIES LIABILITY FOR PERSONAL INJURY TO YOU TO THE EXTENT SUCH IS NOT WAIVABLE OR CANNOT BE LIMITED UNDER APPLICABLE LAW; OR (iii) ANY CAUSE OF ACTION YOU MAY HAVE AGAINST THE VISION VAULT PARTIES THAT IS NOT WAIVABLE OR CANNOT BE LIMITED UNDER APPLICABLE LAW.

10. LIMITATIONS OF OUR LIABILITY.

AS PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL ANY OF THE VISION VAULT PARTIES BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGES OF ANY KIND, INCLUDING PERSONAL INJURY OR DEATH OR FOR ANY DIRECT, INDIRECT, ECONOMIC, EXEMPLARY, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, IN CONNECTION WITH, OR OTHERWISE DIRECTLY OR INDIRECTLY RELATED TO, WITHOUT LIMITATION, THE SERVICES, CONTENT, THE LICENSED ELEMENTS, UGC, OR OTHER VISION VAULT PRODUCTS OR SERVICES, EXCEPT, TO THE EXTENT NOT WAIVABLE UNDER APPLICABLE LAW, FOR DIRECT DAMAGES FOR PERSONAL INJURY CAUSED BY A PHYSICAL PRODUCT MANUFACTURED, SOLD, OR PROVIDED BY VISION VAULT. THE FOREGOING LIMITATIONS OF LIABILITY WILL APPLY EVEN IF ANY OF THE EVENTS OR CIRCUMSTANCES WERE FORESEEABLE AND EVEN IF THE VISION VAULT PARTIES WERE ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, REGARDLESS OF WHETHER YOU BRING AN ACTION BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR TORT (INCLUDING WHETHER CAUSED, IN WHOLE OR IN PART, BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, OR DESTRUCTION OF THE SERVICES).

AS PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE VISION VAULT PARTIES’ TOTAL LIABILITY TO YOU, FOR ALL POSSIBLE DAMAGES, LOSSES, AND CAUSES OF ACTION IN CONNECTION WITH YOUR ACCESS TO AND USE OF THE SERVICES AND YOUR RIGHTS UNDER THESE TERMS, EXCEED AN AMOUNT EQUAL TO THE AMOUNT YOU HAVE PAID VISION VAULT IN CONNECTION WITH THE TRANSACTION(S) THAT UNDERLIE(S) THE CLAIM(S).

NOTWITHSTANDING THE FOREGOING, THIS SECTION DOES NOT EXPAND OR LIMIT (i) ANY EXPRESS, WRITTEN PRODUCT WARRANTY OR RELATED DISCLAIMERS THAT ARE PROVIDED BY VISION VAULT PARTIES OR THEIR SUPPLIERS WITH REGARD TO A PHYSICAL PRODUCT SOLD BY VISION VAULT PARTIES TO YOU OR ANY WARRANTY ON A PHYSICAL PRODUCT TO THE EXTENT REQUIRED BY APPLICABLE LAW; (ii) VISION VAULT PARTIES LIABILITY FOR PERSONAL INJURY TO YOU TO THE EXTENT SUCH IS NOT WAIVABLE OR CANNOT BE LIMITED UNDER APPLICABLE LAW; OR (iii) ANY CAUSE OF ACTION YOU MAY HAVE AGAINST THE VISION VAULT PARTIES THAT IS NOT WAIVABLE OR CANNOT BE LIMITED UNDER APPLICABLE LAW.

11. INDEMNIFICATION. As permitted by applicable law, You agree to defend, indemnify, and hold harmless the Vision Vault Parties from and against any and all claims, damages, losses, costs, investigations, liabilities, judgments, fines, penalties, settlements, interest, and expenses (including attorneys' fees) that directly or indirectly arise from or are related to any claim, suit, action, demand, or proceeding made or brought against any Vision Vault Party, or on account of the investigation, defense, or settlement thereof, arising out of or in connection with: (i) Your UGC; (ii) Your use of the Services and Your activities in connection with the Services; (iii) Your breach or alleged breach of these Terms or any applicable Additional Terms; (iv) Your violation or alleged violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental or quasi-governmental authorities in connection with Your use of the Services or Your activities in connection with the Services; (v) information or material transmitted through Your Device, even if not submitted by you, that infringes, violates, or misappropriates any copyright, trademark, trade secret, trade dress, patent, publicity, privacy, or other right of any person or entity; (vi) any misrepresentation made by you; (vii) the Vision Vault Parties' use of the information that you submit to us (including Your UGC) subject to our [Privacy Policy](#); and (viii) Your violation of the rights of a third party, including without limitation another user or third-party service provider (all of the foregoing, "**Claims and Losses**"). You will cooperate as fully required by Vision Vault, in the defense of any Claim and Losses. Notwithstanding the foregoing, Vision Vault retains the exclusive right to settle, compromise, and pay any and all Claims and Losses. Vision Vault reserves the right to assume the exclusive defense and control of any Claims and Losses. You will not settle any Claims and Losses without, in each instance, the prior written consent of an officer of Vision Vault. This Section is not intended to limit any causes of action against us that you may have but are not waivable under Applicable Law.

12. UPDATES TO TERMS. It is Your responsibility to review the posted Terms and any applicable Additional Terms each time you use the Services (at least prior to each transaction or submission). EACH TIME YOU SIGN IN TO OR OTHERWISE USE THE SERVICES YOU ARE ENTERING INTO A NEW AGREEMENT WITH US ON THE THEN APPLICABLE TERMS OF USE AND YOU AGREE THAT WE MAY NOTIFY YOU OF NEW TERMS BY POSTING THEM ON THE SERVICES (OR IN ANY OTHER REASONABLE MANNER OF NOTICE WHICH WE ELECT), AND THAT YOUR USE OF THE SERVICES AFTER SUCH NOTICE CONSTITUTES YOUR GOING FORWARD AGREEMENT TO THE NEW TERMS FOR YOUR NEW USE AND TRANSACTIONS. Any new Terms or Additional Terms will be effective as to use and transactions as of the time that such new Terms or Additional Terms are as posted, or such later date as may be specified in them or in other notice to you. In the event any notice to you of new, revised, or Additional Terms is determined by a tribunal to be insufficient, the prior agreement shall continue until sufficient notice to establish a new agreement occurs. You can reject any new, revised, or Additional Terms by discontinuing use of the Services.

13. GENERAL PROVISIONS.

13.1. Vision Vault's Consent or Approval. As to any provision in these Terms or any applicable Additional Terms that grants Vision Vault a right of consent or approval or permits Vision Vault to exercise a right in its "sole discretion," Vision Vault may exercise that right in its sole and absolute discretion. Note

Vision Vault's consent or approval may be deemed to have been granted by Vision Vault without being in writing and signed by an officer of Vision Vault.

- 13.2. Operation of the Services; Availability of Products and Services; International Issues.** Vision Vault controls and operates the Services from the U.S.A., and makes no representation that the Services are appropriate or available for use beyond the U.S.A. If you use the Services from other locations, you are doing so on Your own initiative and responsible for compliance with applicable local laws regarding Your online conduct and acceptable content, if and to the extent local laws apply.
- 13.3. Export Controls.** You are responsible for complying with all applicable export, sanctions and trade regulations and laws both foreign and domestic. Except as authorized by U.S. law, you agree and warrant not to export or re-export the software to any country, or to any person, entity, or end-user subject to U.S. export controls or sanctions.
- 13.4. Severability; Interpretation.** If any provision of these Terms, or any applicable Additional Terms, is for any reason deemed invalid, unlawful, void, or unenforceable by a court or arbitrator of competent jurisdiction, then that provision will be deemed severable from these Terms or the applicable Additional Terms, and the invalidity of the provision will not affect the validity or enforceability of the remainder of these Terms or the applicable Additional Terms. To the extent permitted by applicable law, You agree to waive and will waive any applicable statutory and common law that may permit a contract to be construed against its drafter.
- 13.5. Investigations; Cooperation with Law Enforcement; Termination; Survival.** As permitted by applicable law, Vision Vault reserves the right, without limitation, to: (i) investigate any suspected breaches of the Services' security or its information technology or other systems or networks, (ii) investigate any suspected breaches of these Terms and any applicable Additional Terms, (iii) use any information obtained by Vision Vault in accordance with its [Privacy Policy](#) in connection with reviewing law enforcement databases or complying with Applicable Laws and use and/or disclose any information obtained by Vision Vault to comply with law enforcement requests or legal requirements in accordance with its [Privacy Policy](#) (iv) involve and cooperate with law enforcement authorities in investigating any of the foregoing matters, (v) prosecute violators of these Terms and any applicable Additional Terms, and (vi) discontinue the Services, in whole or in part, or suspend or terminate Your access to it, in whole or in part, including any user accounts or registrations, at any time, without notice, for any reason and without any obligation to You or any third-party. Any suspension or termination will not affect Your obligations to Vision Vault under these Terms or any applicable Additional Terms. Upon suspension or termination of Your access to the Services, or upon notice from Vision Vault, all rights granted to You under these Terms, or any applicable Additional Terms, will cease immediately, and You agree that you will immediately discontinue use of the Services. The provisions of these Terms and any applicable Additional Terms, which by their nature should survive Your suspension or termination will survive, including the rights and licenses you grant to Vision Vault in these Terms, as well as the indemnities, releases, disclaimers, limitations on liability and the provisions regarding jurisdiction, choice of law, no class action, jury trial waiver and mandatory arbitration.
- 13.6. Assignment.** Vision Vault may assign its rights and obligations under these Terms and any applicable Additional Terms, in whole or in part, to any party at any time without any notice. These Terms and any applicable Additional Terms may not be assigned by You, and You may not delegate Your duties under them, without the prior written consent of an officer of Vision Vault.
- 13.7. Entire Agreement; No Waiver.** These Terms, and any applicable Additional Terms, reflect the entire agreement between You and Vision Vault regarding the use of the Website, Content, and Services and supersede any prior and contemporaneous agreements, representations, warranties, assurances, or

discussion related to the Services or regarding the subject matter herein. Except as expressly set forth in these Terms or any applicable Additional Terms, (i) any failure or delay in exercising any of the rights, powers, or remedies under these Terms or other legal right will not operate as a waiver of such or any other right, power, or remedy, and (ii) any waiver of any provision of these Terms or any applicable Additional Terms will not be effective unless made in writing and signed by the party against whom the waiver is sought to be enforced.

13.8. Applicable Law. These Terms and any applicable Additional Terms will be governed by and construed in accordance with, and any Dispute will be resolved in accordance with, the laws of the State of Delaware, without regard to its conflicts of law provisions that might apply the laws of another jurisdiction.