

# Website Terms of Use

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## Welcome to the Vitreus Website!

This site is maintained as a service to our customers. Vitreus branded products (“**Vitreus Products**”) as well as third party products (together, the “**Products**”) and associated services are available for purchase and download on this website at [www.vitreus.io](http://www.vitreus.io) or [www.vtrs.io](http://www.vtrs.io) (our “**Website**”). Please read these terms and conditions carefully as they govern your access to the Website and the use of the Products.

These Terms of Use govern your rights and obligations while accessing, viewing, browsing, visiting, or using the Vitreus Website that is available to you free of charge, except as otherwise provided herein. These Terms of Use do not set out the terms that govern the purchase and sale of our products, services, or rules of participation in our affiliate marketing program. Respective terms and conditions may be found within the footer of the Website. If you do not agree to these Terms of Use, you should not use this Website.

We reserve the right to change and/or amend these Terms of Use from time to time at our sole discretion and without any notice to you. **By accessing, viewing, browsing, or using the Website, you accept these Terms of Use together with any modifications, and you agree to comply with them.** If you violate any part of these Terms of Use you may have your access canceled without prior notification and you may be permanently banned from accessing, viewing, browsing, and using the Website.

## 1. Definitions

Any capitalized terms used herein shall have the meaning given to them in this “Definitions” section unless otherwise stated. The section headings in these Website Terms of Use are for your convenience only and shall govern the meaning or interpretation of any terms and clauses herein.

“**User Account**” refers to the user account created by a visitor to the Website pursuant to these Terms of Use to use various services available on the Website.

“**Visitor**” and “**you**” refer to anyone accessing, viewing, browsing, visiting or using the Website.

“**Vitreus**”, “**we**”, “**us**”, and “**our**” refer to the commercial company Collaborative Digital Innovations Inc., a Florida registered corporation, doing business as Vitreus, with its registered office at 972 International Parkway, Lake Mary, FL 32746.

“**Website**” refers to the official Vitreus websites located at <https://www.vitreus.io> and <https://www.vtrs.io> and any subdomains thereof.

## 2. Privacy Policy

We represent that the collection of your personal data shall be limited as much as possible. Any collection, storage, and handling of your personal data collected by us in connection with your accessing, viewing, browsing, visiting or using the Website is governed by our Privacy Notice which can be found in the footer of the Website.

## 3. Intended Audience

**YOU MUST BE AT LEAST 13 YEARS OF AGE TO ACCESS AND USE THIS WEBSITE. IF YOU ARE 13 YEARS OR YOUNGER, DO NOT USE THIS SERVICE FOR ANY PURPOSE.**

## 4. User Account

- 4.1. To access some sections of the Website or services (such as the Vitreus forum or the Vitreus affiliate program etc.) you may be required to create one or more dedicated User Accounts. You are solely responsible for all activities that occur from your User Account and/or in connection therewith. You acknowledge that you are responsible for protecting the User Account password information, for the protection of the electronic device you use to access the Website; and for any activity that occurs under your User Account due to your failure to protect such information. If you suspect any unauthorized access to your User Account, you must immediately notify us.
- 4.2. We reserve the right to refuse service or to delete your User Account and to remove or edit Content submitted by you in the user area of our Website without prior notice and/or without any reason, unless specified otherwise herein or in other respective terms of our services. In such case, the information listed and accessible in your User Account and respective user areas of the Website shall be lost.

- 4.3. If you submit any information to us through the Website, including in connection with the User Account registration, you represent that such information is true, accurate, and complete. Should any of your account information change, you must update it immediately.

## 5. Website Access

- 5.1. The availability of the Website is subject to our sole decision and we do not guarantee the Website will be always available or uninterrupted. We may suspend our Website at any time for any reason, including but not limited to, maintenance and repairs. We may discontinue the Website, its sections or its Content for any reason without prior notice.
- 5.2. You are solely responsible for making all arrangements necessary to access the Website including use of compatible software and hardware.
- 5.3. We may terminate your access or suspend your right to access to all or part of the Website, without prior notice, for any conduct that we, in our sole discretion, believe is in violation of any applicable law or is in breach of these Terms of Use.

## 6. Online Conduct

- 6.1. You agree to use the Website only for lawful purposes. You are prohibited from posting on or transmitting through the Website any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane, hateful, racial, ethnic, or otherwise objectionable material of any kind, including but not limited to any material that is or that encourages fraudulent activity or encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, federal, or international law. You are also prohibited from sending or otherwise posting unauthorized commercial communications (such as spam) through the Website.
- 6.2. We reserve the right to prohibit conduct, communication, or content that we deemed in our sole discretion to be unlawful or harmful to you, the Website, the Website users, our customers or any rights of Vitreus or any third party. We may, without having to give a reason, in our sole discretion, remove or request the removal of any user content from the Website.
- 6.3. We may disclose any user content or electronic communication of any kind (i) to satisfy any law, regulation, or government request; (ii) if such disclosure is necessary or appropriate to operate the Website; or (iii) to protect the rights or property of Vitreus, its associates, our users and customers and/or you.

- 6.4. You must not attempt to introduce viruses or other malicious or harmful material to the Website or its visitors, to gain unauthorized access to the Website or servers connected to the Website or the servers storing the Website, or to attack our Website via a DoS or DDoS attack.
- 6.5. We may offer a possibility to communicate on our Website via forums, comments etc. In such case you are solely responsible for any communication you post on our Website. The views expressed by you or other users of the Website may not be our views or values.
- 6.6. For any information, like email addresses, shipping contacts or other information or data including text and pictures sent, transmitted, or uploaded by you on the Website that are subject to intellectual property rights, you agree to grant us and our respective contractors and business partners a free, non-exclusive, transferable, license to use, copy, digitally store, and distribute such user content and to prepare derivative works based on, or incorporate into other works also for commercial purposes, for the duration of the intellectual property rights.
- 6.7. Our Website is in English only. Any other language version of the Website is not an official translation and we may not be held liable for any discrepancies in translation.

## 7. Copyright

- 7.1. you acknowledge that the Website contains information, data, software, photographs, graphs, videos, typefaces, graphics, music and other material (collectively as the "**Content**") that are protected by copyrights, trademarks, trade secrets, rights in databases and/or other proprietary rights.
- 7.2. Except as expressly stated herein, you are **not** allowed to change, alter, copy, reproduce, distribute, republish, download, display, post, send, transmit or otherwise use (including "mirroring" and "framing" on other devices or servers) the Content or any portion of the Website itself in any form or by any means without prior written permission of Vitreus or the copyright owner (if different from Vitreus).
- 7.3. you may not download (other than page caching) or modify the Website or any portion of it including, but not limited to, any collection and use of any product listings, descriptions, or prices; any derivative use or making adaptations of the Website or its Content; any downloading or copying of account information for the benefit of another merchant; and any use of data mining, screen-scraping, robots, or similar data gathering and extraction tools.

- 7.4. Nothing contained on the Website should be construed as granting, by implication or otherwise, any license or right to use the Website or any Content except when expressly stated herein.
- 7.5. You are hereby granted a limited, revocable, non-exclusive right to access, view and use the Website and its Content for your personal, non-commercial use only. On any copies of the Website or the Content you make, the proprietary notices must be kept. This right to access, view and use (license) terminates automatically if you breach any part of these Terms of Use. Upon termination you must immediately delete all of the Website data and the Content in your possession or control.
- 7.6. You may not use any of our Content to link third parties to the Website or any other website unless we approve it or unless you do as the Vitreus authorized Affiliate under the terms of Vitreus Affiliate Program.

## 8. Trademarks

- 8.1. Vitreus, vNode, vApp and other marks which may or may not be designated on the Website by a “™”, “®”, “SM” or other similar designation, are used on this Website under the license of the authorized entity.
- 8.2. The trademarks may not be used by you without prior, written, consent by Vitreus or their owner (if different from Vitreus), including, but not limited to, the instances when they are used in connection with any other product or service, or in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits the Vitreus brand.
- 8.3. The graphics, logos, page headers, button icons, scripts, and service names are used on this Website under the license and/or permission of the authorized entity. All other trademarks that appear on the Website are the property of their respective owners, who may or may not be associated with us.

## 9. Links

- 9.1. We are not responsible for the Content of any sites that may be linked to from the Website or any bulletin board or forum associated with us or the Website. These links are provided for your convenience only and you access them at your own risk. Unless otherwise noted, any other website accessed from the Website is independent from us, and we have no control over the Content of that other website.

- 9.2. In addition, a link to any other website does **not** imply that we endorse or accept any responsibility for the Content or use of such other website. In no event shall any reference to any third party or third-party product or service be construed as our approval or endorsement of that third party or of any product or service provided by a third party.
- 9.3. You may link to the homepage of our Website in a fair and legal way that does not damage our reputation or suggests any form of association or approval on our part where there is none. We reserve a right to forbid any linking to our Website.

## **10. Disclaimers; Limits of Liability**

- 10.1. **The Website is provided on an "as is", "as available" basis. We do not warrant that use of the Website will be uninterrupted or error-free. You agree that use of this Website is at your sole risk. We disclaim warranties and representations of any kind, whether expressed or implied including, but not limited to, any express warranties, statutory warranties, and any implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We also expressly disclaim any warranties for the accuracy, integrity, or completeness of the Content provided on the Website. To the extent that your jurisdiction does not allow limitations on warranties, in such jurisdictions the liability is limited to the fullest extent permitted by law. Your sole and exclusive remedy relating to your use of the Website shall be to discontinue using the Website.**
- 10.2. Under no circumstances shall any information on the Website or provided to you by us constitute financial, investment or professional advice, unless explicitly stated so. You are above all solely responsible for your decisions regarding storing, buying, selling, exchanging, sending and receiving cryptocurrencies and digital assets of any kind, and you shall always consider your financial circumstances and associated risks before obtaining any cryptocurrencies or digital assets. You represent in particular that you understand that the value of cryptocurrencies and digital asset may be extremely volatile and that its exchange rate in respect to other cryptocurrencies, digital assets, or to fiat currencies may fluctuate significantly, which could lead to significant and sudden decreases in the value of your assets.
- 10.3. You agree that your access to, viewing of, browsing, visiting or use of the Website is at your sole risk. Under no circumstances shall Vitreus be liable for any direct, indirect, incidental, special, or consequential damages that result from the use of or inability to use the Website, including, but not limited, to reliance by a user on

any information obtained at the Website, or that result from mistakes, omissions, interruptions, deletion of files or e-mail, errors, defects, viruses, delays in operation or transmission, or any failure of performance.

- 10.4. We are not obliged to fulfill any of our obligation under these Terms of Use, if temporarily or permanently prevented by *vis maior* - an event or circumstance that is extraordinary, unforeseeable, and unpreventable by usual means and with proper care, and that occurred independently of our will; such *vis maior* event is, among other things, a serious hacking attack or power shortage.

## 11. Indemnity

You agree to indemnify, defend and hold Vitreus and our partners, employees, agents, and affiliates harmless from any liability, loss, claim, and expense, including reasonable attorney's fees, related in any way to your use of the Website or violation of these Terms of Use.

## 12. Applicable Law; Dispute Resolution

You agree that the laws of the State of the Florida, United States, without regard to the principles of the conflicts of laws, will govern your visit of the Website, these Terms of Use, the Privacy Policy, and any dispute of any sort that might arise between you and Vitreus. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement and is hereby expressly excluded. Any dispute relating in any way to your visit or use of the Website, to these Terms of Use, or to our Privacy Policy shall be finally decided before the appropriate federal or state courts of Orange County, Florida. Should you in any manner have violated or threatened to violate these Terms of Use, then Vitreus may seek injunctive or other appropriate relief in any court of our choice, and without posting a bond therefore. By continuing to use our Website or our services, you consent to exclusive jurisdiction and venue in such courts.

## 13. Contact Us

If you have any questions or suggestions about the Website or these Terms of Use, please contact us via email at [support@vitreus.io](mailto:support@vitreus.io).

When you use the Website, you are communicating with Vitreus. By such use, you agree to receive electronic communications related to your use of the Website. Accordingly, we may provide notices to you via email listed under your User Account or by notices on the Website, and those notices are deemed to be in writing for legal purposes and are effective on the date that we send them or post them. As long as you access and use the Website, you agree that

you will have, or have access to, the necessary software and hardware to receive such notices.

## **14. Miscellaneous Provisions**

These Terms of Use constitutes the entire agreement between you and Vitreus and governs your use of the Website, and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and Vitreus with respect to this Website. Notwithstanding the foregoing, you may also be subject to additional terms and conditions, posted policies (including but not limited to the Privacy Policy), guidelines, or rules that may apply when you use the website. Vitreus may revise this Terms of Use at any time by updating and posting it on the Website. Accordingly, you should visit the Website and review the Terms of Use periodically to determine if any changes have been made. Your continued use of this Website after any changes have been made to the Terms of Use signifies and confirms your acceptance of any such changes or amendments to the Terms of Use.

The failure of Vitreus to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision. Any waiver of Terms of Use by Vitreus must be in writing and signed by an authorized representative of Vitreus. If any provision of these Terms of Use shall become invalid or unenforceable, it shall not affect the validity or enforceability of other provisions. You may not assign or transfer any of your rights or obligations assumed under these Terms of Use or in any other way related thereto without our prior written consent.