

Valonyx Terms of Service

Welcome to Valonyx! By using Valonyx products, software, services or web sites ("Valonyx services"), you agree to the following terms and conditions, and any policies, guidelines or amendments thereto that may be presented to you from time to time, including but not limited to Program Policies and Legal Notices (collectively, the "Terms"). We may update the Terms in the future, and you will be able to find the most current version of this agreement at <http://www.valonyx.com>.

1. USE OF SERVICES

Valonyx LLC, its subsidiaries and affiliated companies, offer Valonyx services to you, provided that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. In order to access certain services, you may be required to provide current, accurate identification, contact, and other information as part of the registration process and/or continued use of Valonyx services. You are responsible for maintaining the confidentiality of your account password, and are responsible for all activities that occur under your account. You agree to immediately notify Valonyx of any unauthorized use of your password or account or any other breach of security. Valonyx cannot and will not be liable for any loss or damage arising from your failure to provide us with accurate information or to keep your password secure.

2. DATA SECURITY

Valonyx takes appropriate security measures to protect against unauthorized access to or unauthorized alteration, disclosure or destruction of data. These include internal reviews of our data collection, storage and processing practices and security measures, as well as physical security measures to guard against unauthorized access to systems where we store personal data.

We restrict access to personal information to Valonyx employees, contractors and agents who need to know that information in order to operate, develop or improve our services. These individuals are bound by confidentiality obligations and may be subject to discipline, including termination and criminal prosecution, if they fail to meet these obligations.

3. PRIVACY POLICY

By using Valonyx services, you acknowledge and agree that Valonyx may access, preserve, and disclose your account information if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) satisfy any applicable law, regulation, legal process or enforceable governmental request, (b) enforce the Terms, including investigation of potential violations hereof, (c) detect, prevent, or otherwise address fraud, security or technical issues, or (d) protect against imminent harm to the rights, property or safety of Valonyx, its users or the public as required or permitted by law.

You understand that the technical processing and transmission of Valonyx services, including your account information, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks, devices or services.

4. PROPRIETARY RIGHTS

Valonyx's Rights

You acknowledge and agree that Valonyx services and any necessary software used in connection with Valonyx services ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws and treaties. Except as expressly authorized by Valonyx or other proper third party rights holders, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based Valonyx services or Software in whole or in part except as specifically authorized in a separate written agreement.

Subject to the Terms, Valonyx grants you a personal, non-transferable and non-exclusive right and license to use its Software; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software, unless such activity is expressly permitted or required by law or has been expressly authorized by Valonyx in writing. You agree not to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to Valonyx services. You agree not to access Valonyx services by any means other than through the interface that is provided by Valonyx for use in accessing Valonyx services except as specifically authorized in a separate written agreement. Except as expressly authorized by Valonyx, you agree not to use, copy, imitate, or incorporate any trademark, service mark, trade dress, company name, or product name in a way that is likely to cause confusion among consumers. You also agree not to remove, obscure, or alter Valonyx's or any third party's copyright notice, trademarks, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through the Valonyx services or Software.

Your Rights

Valonyx claims no ownership or control over any data submitted by you on or through Valonyx services. You represent and warrant that you have all the rights, power and authority necessary to grant the rights granted herein to any data submitted.

5. SOFTWARE AND AUTOMATIC UPDATES

Valonyx Software may automatically report version number or other diagnostic information and may automatically download upgrades to the Software to update, enhance and further develop Valonyx services, including providing bug fixes, patches, enhanced functions, missing plug-ins and new versions.

6. GENERAL PRACTICES REGARDING USE AND STORAGE

You agree that Valonyx has no responsibility or liability for the deletion or failure to store any data and other communications maintained or transmitted by Valonyx services. You acknowledge that Valonyx may have set no fixed upper limit on the amount of storage space used; however, we retain the right, at our sole discretion, to create limits at any time with or without notice.

Upon the termination of your use of Valonyx services, including upon receipt of a certificate or other legal document confirming your death, Valonyx will close your account and you will no longer be able to retrieve content contained in that account.

7. PERSONAL NON-COMMERCIAL USE

You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of Valonyx services, use of Valonyx services, or access to Valonyx services except as otherwise expressly provided in the Terms or as specifically authorized in a separate written agreement.

8. MODIFICATIONS TO SERVICE

Valonyx reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, Valonyx services (or any part thereof) with or without notice. You agree that Valonyx shall not be liable to you or to any third party for any modification, suspension or discontinuance of Valonyx services.

9. TERMINATION

You may discontinue your use of Valonyx services at any time. You agree that Valonyx may at any time and for any reason terminate your access to Valonyx services, terminate the Terms, or suspend or terminate your account. In the event of termination, your account will be disabled and you may not be granted access to Valonyx services, your account or any files or other content contained in your account.

10. INDEMNITY

You agree to hold harmless and indemnify Valonyx, and its subsidiaries, affiliates, officers, agents, employees, advertisers, licensors, suppliers or partners, (collectively "Valonyx and Partners") from and against any third party claim arising from or in any way related to your use of Valonyx services, violation of the Terms or any other actions connected with use of Valonyx services, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature. In such a case, Valonyx will provide you with written notice of such claim, suit or action.

11. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- a. YOUR USE OF Valonyx SERVICES IS AT YOUR SOLE RISK. Valonyx SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, Valonyx AND PARTNERS EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- b. Valonyx AND PARTNERS DO NOT WARRANT THAT (i) Valonyx SERVICES WILL MEET YOUR REQUIREMENTS, (ii) Valonyx SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF Valonyx SERVICES WILL BE ACCURATE OR RELIABLE, (iv) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.

12. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT Valonyx AND PARTNERS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF Valonyx OR PARTNERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) RESULTING FROM: (i) THE

USE OR THE INABILITY TO USE Valonyx SERVICES; (ii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iii) ANY OTHER MATTER RELATING TO Valonyx SERVICES.

13. EXCLUSIONS AND LIMITATIONS

NOTHING IN THIS AGREEMENT IS INTENDED TO EXCLUDE OR LIMIT ANY CONDITION, WARRANTY, RIGHT OR LIABILITY WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THE ABOVE LIMITATIONS WHICH ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

14. NO THIRD PARTY BENEFICIARIES

You agree that, except as otherwise expressly provided in the Terms, there shall be no third party beneficiaries to the Terms.

15. NOTICE

You agree that Valonyx may provide you with notices, including those regarding changes to the Terms, by email, regular mail, or postings on Valonyx services.

16. GENERAL INFORMATION

Entire Agreement. The Terms (including any policies, guidelines or amendments that may be presented to your form time to time such as Program Policies and Legal Notices) constitute the entire agreement between you and Valonyx and govern your use of Valonyx services, superceding any prior agreements between you and Valonyx for the use of Valonyx services. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other Valonyx services, affiliate services, third-party content or third-party software.

Choice of Law and Forum. The Terms and the relationship between you and Valonyx shall be governed by the laws of the State of Minnesota without regard to its conflict of law provisions. You and Valonyx agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Hennepin, Minnesota.

Waiver and Severability of Terms. The failure of Valonyx to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect.

Statute of Limitations. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of Valonyx services or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

The section headings in the Terms are for convenience only and have no legal or contractual effect.