

VorroHealth ACCEPTABLE USE TERMS AND CONDITIONS AGREEMENT

THIS IS A LEGAL AGREEMENT. BY ACCESSING THIS WEB SITE OR USING ANY SERVICE PROVIDED HEREIN, YOU ACCEPT AND AGREE TO BE BOUND BY ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. PLEASE READ THIS ENTIRE AGREEMENT CAREFULLY BEFORE ACCEPTING ITS TERMS.

GENERAL TERMS AND CONDITIONS

- 1. Parties. The parties to this Agreement are you, a visitor to this web site ("You"), and the host of this web site: VorroHealth, a Utah company ("VorroHealth"). All references to "we", "us", "this web site" or "this site" shall be construed to mean VorroHealth. If the user is not an individual, then "You" means your company, its officers, members, agents, successors and assigns.
- 2. Assent To Terms of Use And Amendment. VorroHealth grants a nonexclusive, non-transferable, and revocable license to You and provides the services available at this site to You subject to the following terms and conditions. WE MAY AMEND THESE TERMS AND CONDITIONS FROM TIME TO TIME WITHOUT NOTICE TO YOU. YOU CAN REVIEW THE MOST CURRENT VERSION OF THE TERMS AND CONDITIONS AT ANY TIME AT THIS SITE. IN ADDITION, WHEN USING PARTICULAR SERVICES IN THIS SITE, GUIDELINES OR RULES MAY BE POSTED WHICH ARE APPLICABLE TO YOUR USE OF THOSE SERVICES. YOUR USE OF THIS SITE AND YOUR RELATIONSHIP WITH VORROHEALTH ARE SUBJECT TO ALL GUIDELINES OR RULES THAT MAY BE POSTED FROM TIME TO TIME ON THE SITE, WHICH ARE ALL INCORPORATED BY REFERENCE INTO THIS AGREEMENT. BY USING THIS SITE, YOU ARE AGREEING TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE MOST CURRENT VERSION OF THE ACCEPTABLE USE TERMS AND CONDITIONS AGREEMENT AND ANY GUIDELINES AND RULES POSTED ON THIS SITE. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, DO NOT USE THIS SITE.
- **3. Entire Agreement.** This Acceptable Use Terms and Conditions Agreement will be expressly incorporated by reference in each and every agreement between You and VorroHealth, and except for any separate agreement for the license of software and/or content or professional services, this Agreement supersedes any and all prior and existing agreements, whether oral or in writing, between You and VorroHealth with respect to the subjects addressed herein and constitutes the entire agreement between the parties with respect to those subjects. Except for any separate agreement for the license software and/or content or professional services, You acknowledge that neither VorroHealth nor anyone on VorroHealth's behalf has made any representations, inducements, promises or agreements, orally or otherwise, to You relating to the subjects addressed by this terms of use agreement that are not embodied herein.
- **4. Prohibited Conduct.** You agree (i) not to use this site to upload or distribute in any way files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer; (ii) not to interfere or

disrupt this site or any networks connected to this site; (iii) not to use any device, software or routine or attempt to interfere with the proper functioning of this site or any transactions being offered at this site; (iv) not to take any action that imposes an unreasonable or disproportionately large load on VorroHealth's infrastructure; (v) not to use this site to collect or harvest personal information, including, without limitation, financial information, about other participants at this site, except as may be expressly authorized by site participants; and (vi) not to impersonate any person or entity or falsely state or otherwise misrepresent Your affiliation with a person or entity. You agree not to use the services, products, or downloads available at this site for illegal purposes, and to comply with all regulations, policies and procedures of networks connected to this site.

- **5. Compliance with Laws.** You shall comply with all applicable laws and regulations of the United States and foreign authorities (including, but not limited to United States trade restriction laws, export laws or license requirements and laws regarding the sale or transport of hazardous materials, and laws regarding the transmission of technical data, including without limitation encryption, exported from the United States through the services available at this site) relating to any service, product, or download associated with this site.
- **6. License Agreements.** VorroHealth hosts and powers this web site on behalf of VorroHealth. As a user of the services offered on this web site, you may be the beneficiary of a user license or subscription paid for on your behalf by VorroHealth. You acknowledge that any breach of these terms and conditions may result in the revocation of such license by VorroHealth and/or the termination of services offered by VorroHealth to VorroHealth.
- 7. Registration Data And Privacy. Registration may be required for you to download data from this site, or for your participation in certain services offered at this site. You must provide certain current, complete, and accurate information about You as prompted to do so by the registration form ("Registration Data"), and maintain and update such registration information as required to keep such information current, complete and accurate. You warrant that your Registration Data is accurate and current, and that You are authorized to provide such Registration Data. You authorize VorroHealth to verify your Registration Data at any time. If any Registration Data that You provide is untrue, inaccurate, not current or incomplete, VorroHealth retains the right, in its sole discretion, to suspend or terminate rights to use the services. Registration Data and certain other information about You is subject to our Privacy Statement, which is available at this site. To enable VorroHealth to use information You supply, You grant to VorroHealth a nonexclusive license to (i) share such information with VorroHealth, (ii) convert such information into digital format such that it can be read, utilized and displayed by VorroHealth's computers or any other technology currently in existence or hereafter developed capable of utilizing digital information, and (iii) combine the information with other content provided by VorroHealth, in each case by any method or means or in any medium whether now known or hereafter devised. Please review the Privacy Policy associated with this site.
- **8. Registration By Children Under The Age of 13.** As host of this web site, VorroHealth does not actively or knowingly collect or use personal information from children under the age of 13. However, VorroHealth may have members or constituents under the age of 13. Organizations that collect information from children under the age if 13 are encouraged by VorroHealth to comply fully with the Children's Online Privacy Protection Act (COPPA). If you are concerned about what information may be collected as this site, you are encouraged to investigate the privacy practices of VorroHealth by reading their privacy policy or contacting them directly.

9. User-Provided Content. This web site may provide services which enable visitors to post digital files and/or to communicate with or otherwise share information with other visitors or administrators of this web site. You agree not to submit, publish, display, disseminate, or otherwise communicate any defamatory, inaccurate, abusive, threatening, offensive, or illegal material (including, but not limited to, any type of pornographic material) while connected to or otherwise directly or indirectly using this web site or other services provided to You by the web site. Transmission of such material or any material that violates any federal, state, or local law in the United States or anywhere else in the world, is strictly prohibited and shall constitute a material breach of this Agreement entitling VorroHealth to immediately terminate all rights to access this web site. You are solely responsible for all information that You submit, publish, display, disseminate or otherwise communicate through this web site, even if a claim should arise after termination of service. You agree that all messages and other communications by You shall be deemed to be readily accessible to all other visitors/subscribers who are authorized to access this web site and You acknowledge that all such messages and other communications shall not be deemed to be private or secure. Regardless of whether this web site provides any type of service described herein, You agree that You have hereby been informed and received notice that any and all messages and other communications which You submit to this web site directly, or through this web site, can be read by the administrators, operators and/or other agents of this web site, whether or not they are the intended recipient(s). You agree to be personally liable and fully defend and indemnify VorroHealth for any and all damages directly, indirectly and/or consequentially resulting from your attempted or actual sharing of information or communicating with others through this web site. You agree to personal liability whether acting alone, or with or under the authority of any other person(s), including, without limitation, any governmental agency(ies). The damages mentioned in the prior sentences include, without limitation, all direct and consequential damages directly or indirectly resulting from sharing of information or communicating with others through this web site. These damages also include but are not limited to damages resulting from loss of revenue, loss of property, fines, and attorney's fees and costs, including, without limitation, damages resulting from prosecution and/or governmentally-imposed seizure(s), forfeiture(s), and/or injunction(s).

10. Copyrights. The copyright in all material provided on this site is owned by VorroHealth or by VorroHealth's content suppliers. You acknowledge and agree that this site contains proprietary information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that information presented to You through this site, including text, graphics, logos, icons, images and software, and the arrangement and compilation of such content, are the property of VorroHealth or its content suppliers and is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. VorroHealth does not grant any license or authorization to any user of its copyrightable material or other intellectual property, by placing the material or property on this site. Furthermore, except as stated herein, none of the material may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, without the prior written permission of VorroHealth or the copyright owner. However, You may print a copy of the information on this site for Your personal, non-commercial internal use or records. In so doing, You may not modify the materials and You agree to retain all copyright and other proprietary notices contained in the materials. This permission does not give You any ownership rights in the information and terminates automatically if You breach any of these terms or conditions. If You make any other use of this site, except as otherwise provided herein, You may violate copyright and other laws of the United States and other countries, as well as applicable state laws, and may be subject to penalties.

11. Copyright Infringement; The Digital Millennium Copyright Act. It is the policy of VorroHealth to respond expeditiously to claims of intellectual property infringement. VorroHealth will promptly process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act ("DMCA") and other intellectual property laws. Upon receipt of notices complying with the DMCA, VorroHealth will act to investigate the claim. If the alleged infringing material is believed in good faith by VorroHealth to violate any applicable law, VorroHealth will remove or disable access to any such material. VorroHealth will terminate services for subscribers or account holders who are repeat offenders. Notices of claimed infringement should be directed to:

Registered Copyright Agent, Legal Department VorroHealth 109 West Gentile Street Layton, Utah 84041 Telephone: 801-336-3043

Facsimile: 801-336-3022

Email Address: copyrightagent@VorroHealth.com

Please put "Notice of Infringement" in the subject line of all such notifications. When VorroHealth removes or disables access to any material claimed to be infringing, VorroHealth may attempt to contact the user who has posted such material in order to give that user an opportunity to respond to the notification, although VorroHealth makes no promise to do so. Any and all counter notifications submitted by the user will be furnished to the complaining party. VorroHealth will give the complaining party an opportunity to seek judicial relief in accordance with the DMCA before VorroHealth replaces or restores access to any material as a result of any counter notification. You should be aware that the DMCA contains penalties for false or illegitimate accusations of infringement.

- 12. Trademarks. The trademarks, service marks, and logos (the "Trademarks") used and displayed on this site are registered and unregistered Trademarks of VorroHealth and others. Nothing on this site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on the site, without the written permission of the Trademark owner. VorroHealth aggressively enforces its intellectual property rights to the fullest extent of the law. The Trademarks, including the VorroHealth logo and other product branding may not be used in any way, including in advertising or publicity pertaining the services on this site, without prior, written permission. VorroHealth prohibits use of any of the forgoing names or marks as a metatag or as a "hot" link to any VorroHealth site unless VorroHealth gives advance written approval of the establishment of such a link. If You have any questions regarding any trademarks on the site, please contact VorroHealth.
- 13. Links. This web site may provide links to other Internet sites. VorroHealth is not responsible for the availability of such other sites and does not endorse and is not responsible or liable for any content, products or other materials available on such other sites. Further, VorroHealth reserves the right to terminate any link or linking program at any time. VorroHealth does not author, edit, or monitor these unofficial pages or links. You further acknowledge and agree that VorroHealth shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any information, goods or services available on or through any such site. If You decide to access any of the third party sites linked to this site, You do this entirely at Your own risk.

- **14. Participation In Promotions Of Advertisers or Partners.** You may enter into correspondence with or participate in promotions or services of advertisers or partners promoting their products or services on this site ("Advertiser(s)"). You acknowledge and agree that any such correspondence or participation, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties or representations associated with such correspondence or promotions, are solely between You and Advertiser. VorroHealth shall have no liability, obligation or responsibility whatsoever arising out of or in connection with any such correspondence or participation or transactions.
- **15. Monitoring.** You acknowledge that VorroHealth or its designees reserves the right to, and may from time to time, monitor any and all activity or information transmitted or received through this site. VorroHealth, in its sole discretion and without further notice to You, may (but is not obligated to) review, censor or prohibit any activity or the transmission or receipt of any information which VorroHealth deems inappropriate (such as that specified in 4 and 9 above) or that violates any term or condition of this agreement. During monitoring, information may be examined, recorded, copied, and used for authorized purposes. Use of this site, authorized or unauthorized, constitutes consent to such monitoring. Unauthorized uses and unauthorized users of this site will be prosecuted to the full extent of the law.
- 16. NO WARRANTIES. THIS SITE AND ALL INFORMATION CONTAINED ON THIS SITE. AND EXCEPT TO THE EXTENT EXPRESSLY PROVIDED IN A SEPARATE AGREEMENT FOR THE LICENSE OF SOFTWARE OR CONTENT OR PROFESSIONAL SERVICES, AND ALL GOODS AND SERVICES OBTAINED THROUGH THIS SITE. ARE PROVIDED ON AN "AS IS" BASIS FROM VORROHEALTH AND ITS INFORMATION PROVIDERS, VORROHEALTH AND ITS AFFILIATES AND CONTENT PROVIDERS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, RELATING TO THIS AGREEMENT, THE PERFORMANCE UNDER THIS AGREEMENT, THE SERVICES AVAILABLE ON THIS SITE, THE OPERATION OF THE SOFTWARE AVAILABLE ON THIS SITE, THE TRANSACTIONS PERFORMED ON THIS SITE, OR THE INFORMATION, CONTENT, MATERIALS AND/OR PRODUCTS INCLUDED ON THIS SITE. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, EACH OF VORROHEALTH AND VORROHEALTH'S AFFILIATES AND CONTENT PROVIDERS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND/OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, NONE OF VORROHEALTH NOR VORROHEALTH'S AFFILIATES OR CONTENT PROVIDERS MAKES ANY WARRANTY THAT (i) THE GOODS OR SERVICES OFFERED ON THIS SITE WILL MEET YOUR REQUIREMENTS, (ii) THE GOODS OR SERVICES OFFERED ON THIS SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE GOODS OR SERVICES WILL BE ACCURATE OR RELIABLE, (iv) THE CONTENT OR INFORMATION AVAILABLE ON THIS SITE IS COMPLETE, ACCURATE OR AVAILABLE, OR (v) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM VORROHEALTH OR THROUGH THIS SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.
- 17. LIMITED LIABILITY. VORROHEALTH AND ALL OF VORROHEALTH'S AFFILIATES AND CONTENT PROVIDERS AND THEIR RESPECTIVE SHAREHOLDERS AND AFFILIATES SHALL NOT BE LIABLE FOR ANY LOSS OF

BUSINESS, LOSS OF USE OR OF DATA, INTERRUPTION OF BUSINESS, LOST PROFITS OR GOODWILL, OR OTHER INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THIS AGREEMENT, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS AND WHETHER OR NOT THEY HAD ANY KNOWLEDGE, ACTUAL OR CONSTRUCTIVE, THAT SUCH DAMAGES MIGHT BE INCURRED, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THIS EXCLUSION INCLUDES ANY LIABILITY THAT MAY ARISE OUT OF THIRD-PARTY CLAIMS AGAINST YOU. 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 THE GOODS OR SERVICES PROVIDED ON THIS SITE OR THIS AGREEMENT MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED. YOU FURTHER AGREE IF YOU BECOME ENTITLED TO ANY RECOVERY, THAT YOUR RECOVERY SHALL BE LIMITED TO THE AMOUNT OF FEES OR PAYMENTS MADE TO VORROHEALTH, IF ANY, FOR THE SERVICE, SOFTWARE OR CONTENT AT ISSUE.

- 18. Indemnity. You shall indemnify, defend, and hold harmless VorroHealth and its content providers and their respective shareholders, affiliates, employees, agents. successors, officers, and assigns, from any suits, losses, claims, demands, liabilities, costs and expenses (including attorney and accounting fees) that they may sustain or incur arising from (i) Your use of the software available at this site, (ii) Your failure to comply with any applicable laws and regulations (including without limitation those regarding the export of products or technology abroad) or to obtain any licenses or approvals from the appropriate government agencies necessary to purchase or use the subject goods and services, (iii) Your use of the content available on this site in any way contrary to this agreement (iv) Your breach of any of Your representations, warranties or obligations set forth in this agreement, (v) the sale, purchase, transportation, delivery, use or disposal of any VorroHealth service, product, or download associated with this site or available through other sites, or any loss suffered by or harm to any person or property in any way relating to of caused in whole or in part by Your use of this site or any service, product, or download associated with this site (including, without limitation, any personal injuries or death of any third person caused in whole or in part by such products or services, the use, transportation, delivery, storage, handling or release thereof), and (vi) any taxes attributable to the relating to any service, product, or download associated with this site.
- **19. Beneficiaries of this Agreement; No Other Agreements.** The rights and limitations in this agreement are for the benefit of VorroHealth and each of VorroHealth's content providers, each of which shall have the right to enforce its rights hereunder directly and on its own behalf.
- **20. Termination.** You agree that VorroHealth may, at its sole discretion, deny You access to the site and disable any user name and password associated with You for any reason, including, without limitation, if VorroHealth believes that You have violated or acted inconsistently with the letter or spirit of this Agreement. VorroHealth reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the services offered under this site (or any part thereof) with or without notice. You agree that VorroHealth shall not be liable to You or to any third party for any modification, suspension or discontinuance of the services offered under this site.
- **21. Consumer Rights.** VorroHealth maintains specific contact information including an e-mail address for notifications of complaints and for inquiries regarding pricing

policies. All correspondence should be addressed to VorroHealth's agent for notice at the following address:

Notification of Consumer Rights Complaint or Pricing Inquiry VorroHealth LLC 109 W Gentile St. Layton, UT 84041 Telephone: 801-336-3043

Facsimile: 801-336-3022

Email Address: info@VorroHealth.com

You may contact VorroHealth with complaints and inquiries regarding pricing and VorroHealth will investigate those matters and respond to the inquiries.

- **22. Controlling Law.** This Agreement shall be construed under the laws of the State of Delaware, USA, excluding rules regarding conflicts of law. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.
- **23. Jurisdiction And Venue.** You and VorroHealth agree to submit to the exclusive personal jurisdiction of the courts of the Utah 2rd District in Layton, UT, USA in all legal proceedings arising under this Agreement.

TERMS AND CONDITIONS REGARDING COMMERCE

- **24. Overview.** This site may include opportunities to engage in commercial transactions with certain suppliers of goods and services ("Supplier"). If you choose to engage in such transaction(s), You acknowledge that VorroHealth is not involved in the actual transaction between You and the Supplier. As a result, VorroHealth has no control over the quality, compatibility, safety, or legality of the items advertised, the truthfulness, completeness or accuracy of the listings, the ability of the Suppliers to sell the items or the terms and conditions of any transaction between You and a seller. Because VorroHealth may not review the substance of the postings on the site, You must be careful in dealing with other participants on the site to avoid fraud and to recognize the possibility that other participants' information may be harmful, inaccurate or deceptive.
- **25. Eligibility.** Your eligibility to engage in any commercial transaction available at this site will be determined solely by the supplier of the goods or services you wish to purchase. VorroHealth does not guarantee the availability of any goods or services that may be offered.
- **26. Sales Process.** In order to complete a commercial transaction, You must comply with the purchase terms and conditions of the Supplier of such goods and services. VorroHealth encourages You to read the terms and conditions of sale for the vendor who will supply the desired product or service.
- **27. Transaction Completion.** You shall be responsible for paying amounts due and for accepting delivery of all products and services sold through this web site, and Suppliers shall be responsible for invoicing and collecting amounts due and for delivering all products and services sold through this web site. VorroHealth is not a party to the

actual transaction between You and any Supplier. As a result, VorroHealth has no control or responsibility for the ability of Suppliers to sell the products and services listed on the web site. VorroHealth does not take title (even temporarily) to any item purchased, traded or sold using the web site, and VorroHealth does not assume responsibility for, or otherwise guarantee any transaction entered into between You and a Supplier. VorroHealth shall not be responsible for any breach by You or a Supplier of the terms of any transaction or associated transaction-related-activities. You agree to proceed solely against the applicable Supplier to collect or recover any amounts owing to You or to enforce any of Your rights in connection with or as a result of transactions entered on the web site, and You hereby irrevocably and unconditionally release VorroHealth from any and all such actions.

- **28. Sales Data and Information.** Upon completion of the sale process described above, VorroHealth may receive information regarding the name, address, and other contact information for each party and may disseminate such information to the other party so as to enable the parties to track revenue and royalty eligibility. You are solely responsible for making arrangements with the Supplier to a transaction regarding any terms of sale. Without limiting the foregoing, You and the applicable Supplier shall be responsible for setting the terms of payment, shipment, warranty (if any), and other terms governing the sale and purchase of products and services listed on the web site. It is contemplated that You may enter into a separate contract with a Supplier or Buyer setting forth more particular terms regarding the transaction. VorroHealth shall have no responsibility with respect to any such arrangements between You and a Supplier. You agree that You shall complete transactions initiated on the web site on the terms agreed with each Supplier.
- **29. Compliance with Laws; Payment of Taxes.** You shall comply with all applicable laws and regulations of the United States and foreign authorities (including, but not limited to United States trade restriction laws, export laws or license requirements and laws regarding the sale or transport of hazardous materials, and laws regarding the transmission of technical data, including without limitation encryption, exported from the United States through the services available at this site) relating to the purchase of any products or services on the web site or otherwise relating to Your use of this site. You and/or the Supplier (as agreed upon by the parties to a transaction) are responsible for collecting and paying all applicable taxes incurred in respect of products or services sold or purchased on the web site, and You specifically acknowledge that VorroHealth shall not be responsible for collecting or remitting any taxes except upon its own income.

BY ACCESSING THIS WEB SITE OR USING ANY SERVICE PROVIDED HEREIN YOU AFFIRM THAT YOU HAVE READ THIS ENTIRE AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT, PLEASE EXIT THIS SITE.

Last Update: April 15, 2015.