

Terms and Conditions

Last updated: March 26, 2021

Please read these terms and conditions carefully before using Our Service.

## Definitions and Interpretation

---

### Definitions

Except as otherwise defined herein, all capitalized words and phrases used herein shall have the meanings given to them under this Section:

**“Application”** means the software application named VODIUM provided by the Company and downloaded by You on any Device.

**“Application Store”** means the digital distribution service operated and developed by Apple Inc. (Apple App Store) or Google Inc. (Google Play Store) in which the Application has been downloaded.

**“Affiliate”** means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.

**“Company”, “We”, “Us” or “Our”** refers to VODIUM, LLC, a Delaware limited liability company.

**“Device”** means any device that can access the Service such as a computer, a cellphone or a digital tablet.

**“Feedback”** means feedback, innovations or suggestions sent by You regarding the attributes, performance or features of our Service.

**“Free Trial”** refers to a limited period of time that may be free when purchasing a Subscription.

**“Service”** refers to the Application or the Website or both.

**“Subscription”** means the access to and use of the Service offered on a subscription basis by the Company to You.

**“Terms and Conditions”** (also referred as "Terms") mean these Terms and Conditions that form the entire agreement between You and the Company regarding your access to and use of the Service.

**“Third-party Social Media Service”** means any services or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available by the Service.

**“Website”** refers to VODIUM, accessible from <http://www.vodium.us>

**“You” or “Your”** means the individual accessing or using the Service, or the person or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

## Interpretation

Unless the context otherwise requires: (i) the words “these Terms and Conditions,” “hereof,” “herein,” “hereunder,” and words of similar import refer to these Terms and Conditions as a whole and not to any particular provision of these Terms and Conditions; (ii) the words “include,” “includes,” and “including” mean “including, without limitation,”; (iii) references to any law refer to that law as amended periodically and include any successor law; and (iv) the masculine, feminine, or neuter gender and the singular or plural number include the others whenever the context so requires

# Acknowledgment

---

These are the Terms and Conditions governing the use of this Service and the agreement that operates between You and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.

Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Service.

By accessing or using the Service, You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions then You may not access the Service.

You represent that you are over the age of 18. The Company does not permit those under 18 to use the Service.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Application or the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service.

# Subscriptions

---

## Subscription period

The Service or some parts of the Service are available only with a paid annual Subscription. Annual Subscription are billed on either a monthly or annual basis. If you elect monthly billing, You will make twelve (12) equal monthly payments in advance with the first monthly payment being due on the day of the month on which you initiated Your Subscription. If you elect annual billing, You will make a one-time payment at the beginning of the annual Subscription period. Your annual Subscription will begin as soon as Your

initial monthly or annual payment is processed and will continue for a period of one year thereafter.

Upon expiration of any annual Subscription period, Your Subscription will automatically renew for successive one-year periods unless You cancel Your Subscription in accordance with these Terms. Upon automatic renewal of your Subscription, You will be charged at the then-current pricing for the billing plan You elected for the immediately prior Subscription period.

### **Subscription cancellations**

You may cancel Your Subscription renewal by contacting the Company via email at [support@vodium.us](mailto:support@vodium.us) at any time prior to the expiration of Your current Subscription period. If you cancel Your Subscription renewal in accordance with the foregoing, You understand and agree that You will (i) still be obligated for any Subscription fees owed for Your current Subscription period, (ii) not be entitled to receive a refund for any such fees You already paid for Your current Subscription period, and (iii) be able to access the Service until the end of Your current Subscription period.

### **Billing**

You shall provide the Company with accurate and complete billing information as requested by the Company.

Should automatic billing fail to occur for any reason, the Company will issue an electronic invoice indicating that you must proceed manually, within a certain deadline date, with the full payment corresponding to the billing period as indicated on the invoice.

### **Fee Changes**

The Company, in its sole discretion and at any time, may modify the Subscription fees. Any Subscription fee change will become effective at the end of the then-current Subscription period.

The Company will provide You with reasonable prior notice of any change in Subscription fees to give You the opportunity to cancel Your Subscription renewal before such change becomes effective.

Your continued use of the Service after the Subscription fee change comes into effect constitutes Your agreement to pay the modified Subscription fee amount.

### **Refunds**

Except when required by law, paid Subscription fees are non-refundable.

Certain refund requests for Subscriptions may be considered by the Company on a case-by-case basis and granted at the sole discretion of the Company.

## Free Trial

The Company may, at its sole discretion, offer a Free Trial for a limited period of time in connection with any Subscription plan offered by the Company.

You may be required to enter Your billing information in order to sign up for the Free Trial.

If You do enter Your billing information when signing up for a Free Trial, You will not be charged by the Company until the Free Trial has expired. Unless You cancel Your Subscription by giving prior notice thereof to the Company via email at [support@vodium.us](mailto:support@vodium.us), on the last day of the Free Trial period, You will be automatically charged for an annual Subscription at the annual billing price then in effect.

At any time and without notice, the Company reserves the right to (i) modify the terms and conditions of the Free Trial offer, or (ii) cancel such Free Trial offer.

## Intellectual Property

---

The Service and its original content, features and functionality are and will remain the exclusive property of the Company and its licensors.

The Service is protected by copyright, trademark, and other laws of both the United States and foreign countries.

Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of the Company.

## Your Feedback to Us

---

You assign all rights, title and interest in any Feedback You provide the Company. If for any reason such assignment is ineffective, You agree to grant the Company a non-exclusive, perpetual, irrevocable, royalty free, worldwide right and license to use, reproduce, disclose, sub-license, distribute, modify and exploit such Feedback without restriction.

## Links to Other Websites

---

Our Service may contain links to third-party web sites or services that are not owned or controlled by the Company.

The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that the Company 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 the use of or

reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise You to read the terms and conditions and privacy policies of any third-party web sites or services that You visit.

## Termination

---

We may terminate or suspend Your access to the Service immediately, without prior notice or liability, if You materially breach these Terms and Conditions.

Upon termination, Your right to use the Service will cease immediately.

## Limitation of Liability

---

Notwithstanding any damages that You might incur, the entire liability of the Company and any of its suppliers under any provision of these Terms and Your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by You through the Service or 100 USD if You haven't purchased anything through the Service.

To the maximum extent permitted by applicable law, in no event shall the Company or any of its Affiliates, nor any of their respective, third-party content providers, merchants, suppliers or licensors (collectively, "**Providers**"), be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of these Terms), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

## "AS IS" and "AS AVAILABLE" Disclaimer

---

The Service is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its Affiliates and their respective Providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation

of any kind that the Service will meet Your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor its Affiliates, nor any of their respective Providers makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Service, or the information, content, and materials or products included thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Service; or (iv) that the Service, its servers, any content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

## Governing Law

---

These Terms shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any conflict of law principles or rules (whether of the State of Delaware or otherwise) and United States federal law, if applicable. You hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the state and federal courts of the United States located in Shelby County, Tennessee.

## Disputes Resolution

---

If You have any concern or dispute about the Service, You agree to first try to resolve the dispute informally by contacting the Company.

## United States Legal Compliance

---

You represent and warrant that (i) You are not located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a "terrorist supporting" country, and (ii) You are not listed on any United States government list of prohibited or restricted parties.

## Severability and Waiver

---

### Severability

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest

extent possible under applicable law and the remaining provisions will continue in full force and effect.

### Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under these Terms shall not effect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute a waiver of any subsequent breach.

## Changes to These Terms and Conditions

---

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material, We will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at Our sole discretion.

By continuing to access or use Our Service after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the website and the Service.

## Contact Us

---

If you have any questions about these Terms and Conditions, You can contact us:

- By email: [support@vodium.us](mailto:support@vodium.us)