

Website Terms and Conditions of Use

Effective Date: January 26, 2023

These Website Terms and Conditions of Use (these “**Terms**”), as well as our [Privacy Policy](#) (collectively, the “**Agreement**”), describe the terms and conditions upon which Avivatech LLC (“**we**”, “**our**”, or “**us**”) grants you access to the website located at www.avivatech.com and any other website or service in or to which the Agreement is displayed or linked (collectively, the “**Services**”). The Agreement does not apply to any application, website, or service that does not display or link to the Agreement.

THE AGREEMENT IS A BINDING LEGAL CONTRACT BETWEEN US AND YOU. PLEASE READ THE AGREEMENT CAREFULLY BEFORE ACCESSING AND USING THE SERVICES. IF YOU DO NOT AGREE TO ANY TERM OF THE AGREEMENT, YOU MUST NOT USE THE SERVICES.

BY ACCESSING AND USING THE SERVICES, YOU AFFIRM THAT:

- YOU HAVE READ AND UNDERSTAND THE AGREEMENT;
- YOU WILL COMPLY WITH THE AGREEMENT; AND
- YOU ARE AT LEAST THE AGE OF LEGAL MAJORITY IN YOUR PLACE OF RESIDENCE AND OTHERWISE LEGALLY COMPETENT TO ENTER INTO A LEGAL AGREEMENT.

ADDITIONAL TERMS

Certain features of the Services may be subject to additional terms (“**Additional Terms**”) presented in conjunction with the features. Regardless of how they are presented to you, you must agree to the Additional Terms before using the features of the Services to which they apply. If you do not agree to any Additional Terms, then you must not use the Services to which they relate. Unless otherwise specified in the Additional Terms, all Additional Terms are hereby incorporated into and made a part of the Agreement. The Agreement and all Additional Terms apply equally, but if any term within a particular set of Additional Terms is inconsistent with any provision of these Terms, the inconsistent term within the Additional Terms will prevail solely for the Services to which such Additional Terms apply.

CHANGES TO THE TERMS

The effective date of these Terms is set forth at the top of this webpage. The effective date of the Privacy Policy is set forth at the top of the Privacy Policy. From time to time in our sole discretion, we may revise or supplement the Agreement. We will provide you with advance notice of material revisions to the Agreement. We will not make revisions that have an immediate effect unless we are legally required to do so or to protect other users of the Services. The advance notice period will commence when the revised Agreement is uploaded to the Services and made accessible to our users. You acknowledge and agree that posting the updated version of the Agreement on the Services will constitute adequate and sufficient notice, and you further agree to check for updates from time to time. Your continued use of the Services following the posted effective date of an update to the Agreement constitutes your affirmation that you have read, understand, and accept the revised Agreement.

USE OF THE SERVICES

Age of Eligibility: You must be the age of legal majority or older in your place of residence to use the Services.

Your Information: You may be required to provide certain information to us to use certain features of the Services. You agree that you will maintain and update such information to ensure that it is always current, complete, and accurate. If you provide untrue, incomplete, misleading, or inaccurate information, you understand that we have the right to terminate your use of the Services. You agree that all information that you provide to us, or that we otherwise collect through the Services, is governed by our Privacy Policy, and you consent to all actions we take with respect to such information consistent with our Privacy Policy.

Unauthorized access to password-protected or secure areas of the Services is prohibited and may lead to criminal prosecution. We may suspend your use of all or part of the Services without notice if we suspect or detect any breach of security relating to your use of the Services. Please immediately notify us using the contact information provided below (at the bottom of these Terms) in the event of any breach of security involving your use of the Services or if you believe that information you provided to us is no longer secure.

Accessing the Services: You are responsible for the software, hardware, and Internet service needed to access and use the Services. If you access and use the Services on your smartphone, tablet, or mobile device, you are solely responsible for any and all data and other fees related to use of the Services through such device.

Certain Services may offer text messaging (SMS or MMS) services. Message and data rates may apply. Once you opt-in to receive text messages from us, the frequency of text messages that we send to you depends on your transactions with us. All charges are billed by and payable to your wireless service provider. Please contact your wireless service provider for pricing plans and details. Text message services are provided on an “as is” basis and may not be available in all areas at all times.

BY AGREEING TO RECEIVE TEXT MESSAGES, YOU UNDERSTAND AND AGREE THAT WE MAY USE AN AUTOMATIC DIALING SYSTEM TO DELIVER TEXT MESSAGES TO YOU AND THAT YOUR CONSENT TO RECEIVE TEXT MESSAGES IS NOT REQUIRED AS A CONDITION OF PURCHASE FOR ANY GOODS OR SERVICES.

We do not guarantee availability of the Services at all times of the day. We may from time to time perform upgrades, updates, or otherwise make the Services unavailable. To the maximum extent authorized under applicable law, we reserve the right to change, remove, delete, restrict, block access to, or stop providing any or all of the Services at any time and without notice. Except as may be provided in a separate customer agreement, we have no obligation to provide access to or support for the Services.

Restrictions on Your Use of Services: You may access and use the Services only in accordance with the Agreement and all laws, rules, and regulations applicable to your use of the Services. In addition, you agree that you will not (and you agree not to encourage or allow any third party to):

- Breach, test, circumvent (or attempt to breach, test, or circumvent) any security, copy protection, or rights management feature in the Services, or otherwise attempt to gain unauthorized access to the Services or our computer systems or networks;
- Copy (except as permitted under the section labeled “Our Content”, below), modify, translate, adapt, or otherwise create derivative works or improvements (whether or not patentable) of any part of the Services;
- Decompile, reverse engineer, disassemble, or decode the Services, or otherwise attempt to derive or gain access to the source code of any part of the Services (unless applicable laws specifically prohibit such restriction);
- Remove, alter, or obscure any copyright, trademark, or other intellectual property or proprietary notice contained in the Services;
- Distribute, rent, sublicense, lease, lend, sell, resell, assign, transfer, transmit, stream, broadcast, or otherwise make available or exploit any features or functionality of the Services;
- Reformat or frame any portion of the Services;
- Cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services; or
- Engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Services or interferes with the proper working of the Services, or which, as determined by us, may harm us or users of the Services, or expose us or them to liability.

International Use: If you are not a United States resident and you are accessing our Services from outside the United States, you agree to transfer certain information outside your home country to us and that you will follow all the laws that apply to you.

Our servers and operations are located in the United States and our policies and procedures are based on United States law. Because of this, the following provisions apply specifically to users located outside the United States: (i) you consent to the transfer, storage, and processing of your information (including personal data) to and in the United States and/or other countries; (ii) if you are using the Services from a country embargoed by the United States, or are on the United States Treasury Department's list of Specially Designated Nationals, you are not authorized to access or use the Services; and (iii) you agree to comply with all laws, rules, and regulations in effect in the country in which you reside and the country from which you access the Services. The Services are not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation, or that would subject us to any registration requirement within such jurisdiction or country.

OUR CONTENT

We and our licensors retain full and complete title to, and to all information and materials provided on or through, the Services, including all Software (as defined below) and all artwork, graphics, text, video and audio clips, trademarks, logos and other content (collectively, “**Our Content**”). The name “Avivatech™”, and other trademarks used in the Services, are our trademarks and may not be used in any manner without our prior written consent. All other trademarks not owned by us that appear on or in the Services are the property of their respective owners.

If you comply with the Agreement (including all applicable Additional Terms), then you may download, print and/or copy Our Content other than Software, solely for your own personal use or for limited business purposes upon our approval. Your rights with respect to the Software are described in the section labeled “Use of Software” below.

In addition, except for any of Our Content that is in the public domain, you may not:

- Incorporate any of Our Content into any other work (such as your own website) or use Our Content in any public or commercial manner;
- Modify, adapt, reverse engineer, distribute, frame, republish, upload, display, post, transmit, transfer, license, or sell Our Content in any form or by any means; or
- Change any of the notices about copyright, trademarks, or other intellectual property rights that may be part of Our Content.

You may link to the Services, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent.

No right, title, or interest in or to the Services or any content on the Services is transferred to you, and all rights not expressly granted are reserved by us.

USE OF SOFTWARE

Any software that is available on or through the Services, including any software embedded on products that may be made available through the Services (collectively, “**Software**”), is the copyrighted work of us and/or our licensors. Copying or reproducing the Software to any other server or location for further reproduction or redistribution is strictly prohibited, unless such reproduction or redistribution is permitted by a license agreement accompanying such Software. You may not create derivative works of the Software, or attempt to decompile or reverse-engineer the Software unless otherwise permitted by law. Use of the Software is subject to the license terms of any license agreement that may accompany or is provided with the Software. You may not download any Software until you have read and accepted the terms of the accompanying Software license.

Portions of the Software may utilize or include third party software and other copyrighted material. Acknowledgements, license terms, and disclaimers for such material are contained in the documentation for the Software, and your use of such material is governed by their respective terms.

THE SOFTWARE IS WARRANTED, IF AT ALL, ONLY ACCORDING TO THE TERMS OF A SEPARATE LICENSE AGREEMENT ACCOMPANYING THE SOFTWARE. EXCEPT AS WARRANTED IN SUCH LICENSE AGREEMENT, WE AND OUR LICENSORS DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE SOFTWARE, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

U.S. GOVERNMENT RIGHTS

The Services and the Software are provided to the U.S. Government as “commercial items,” “commercial computer software,” “commercial computer software documentation,” and “technical data,” with the same rights and restrictions generally applicable to the Services and the Software. If you are using the Services and/or the Software and these terms fail to meet the U.S. Government’s needs or are inconsistent in any respect with federal law, you will immediately discontinue your use of the Services and the Software. The terms “commercial item,” “commercial computer software,” “commercial computer software documentation,” and “technical data” are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.

PROMOTIONS

From time to time, we may offer you the opportunity to participate in challenges or other promotions (collectively, “**Promotions**”). You may not transfer, assign, sell, trade, or barter any prize, premium, or other benefit you receive through a Promotion. ANY PRIZE, PREMIUM, OR OTHER BENEFIT IS AWARDED “AS IS” WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OR GUARANTEE FROM US, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

We reserve the right to modify, terminate, or suspend the availability of Promotions and to correct errors or inconsistencies in Promotion-related materials. We may disqualify any individual who tampers with any Promotion. CAUTION: ANY ATTEMPT BY ANY INDIVIDUAL TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF A PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND WE RESERVE THE RIGHT TO SEEK DAMAGES FROM SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

You agree to be bound by our decisions, which are final and binding, in all matters relating to Promotions. Promotions are subject to all applicable federal, state, and local laws, rules, and regulations. Promotions are void where they are prohibited, restricted, or taxed.

BY PARTICIPATING IN A PROMOTION, YOU AGREE TO RELEASE US AND OUR AGENTS FROM ANY AND ALL LIABILITY, LOSS, OR DAMAGE ARISING FROM OR IN CONNECTION WITH PARTICIPATION IN ANY PROMOTION-RELATED ACTIVITY OR THE RECEIPT, USE, OR MISUSE OF ANY PRIZE, PREMIUM, OR OTHER BENEFIT.

COMMUNICATIONS

Internet transmissions are never completely private or secure. You understand that any communication that you send to us through the Services may be read or intercepted by others (for example, email communications) unless there is a special notice that a particular message is encrypted. Sending a communication to us does not cause us to have any special responsibility to you.

LINKS TO OTHER WEBSITES AND SERVICES

The Services may contain links to other websites and services that we think may interest you (“**Linked Services**”). Linked Services are not under our control, and we are not responsible for any information or materials on, or any form of transmission received from, and accept no responsibility for any loss or damage that may arise from your use of, any Linked Service. The inclusion of a link does not imply our endorsement of the Linked Service or any association with the operators of the Linked Service. We do not investigate, verify or monitor the Linked Services. We provide links to Linked Services for your convenience only. You access Linked Services at your own risk.

TERMINATION

You may stop using the Services at any time. We reserve the right immediately to suspend or terminate your access to all or part of the Services without notice if we believe you violated the Agreement.

The rights and obligations that by their nature should survive or extend beyond the termination or expiration of the Agreement will survive any termination or expiration of the Agreement.

IMPORTANT NOTE

Please read carefully the following sections as they describe each party’s potential liability to the other and affect how disputes are resolved.

WARRANTY DISCLAIMER

EXCEPT AS OTHERWISE PROVIDED IN THESE TERMS, THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. WE SPECIFICALLY DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, UNINTERRUPTED USE, AND ALL WARRANTIES IMPLIED FROM ANY COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE DO NOT WARRANT THAT (I) THE SERVICES WILL MEET

YOUR REQUIREMENTS, (II) OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR VIRUS- OR ERROR-FREE, OR (III) ERRORS WILL BE CORRECTED. ANY ORAL OR WRITTEN ADVICE PROVIDED BY US OR OUR AUTHORIZED AGENTS DOES NOT AND WILL NOT CREATE ANY WARRANTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, WHICH MEANS THAT SOME OR ALL OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

INDEMNIFICATION

You agree to indemnify, defend, and hold harmless us and all of our directors, officers, employees, agents, information providers, licensors, and licensees (collectively, the “**Indemnified Parties**”) from and against any and all claims, losses, liability and costs (including, without limitation attorneys’ fees and costs), incurred by the Indemnified Parties in connection with any claim arising out of any breach by you of the Agreement or your use of the Services. You agree to cooperate as fully as reasonably required on our defense of any such claim. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you will not in any event settle any matter without our prior written consent, which will not be unreasonably withheld.

LIMITATION OF LIABILITY

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, NONE OF THE INDEMNIFIED PARTIES WILL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OR CORRUPTION OF DATA, SERVICE INTERRUPTIONS, PROCUREMENT OF SUBSTITUTE SERVICES, LOSS OF PROFITS OR REVENUE, LOSS OF USE, LOSS OF GOODWILL, DIMINUTION OF VALUE, OR ANY OTHER INTANGIBLE LOSSES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, IN EACH CASE ARISING OUT OF OR RELATING TO (I) THE USE OR INABILITY TO USE THE SERVICES OR (II) THE CONDUCT OF YOU OR ANY OTHER USER IN CONNECTION WITH THE USE OF THE SERVICES, EVEN IF ANY OF THE INDEMNIFIED PARTIES KNEW OR HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

EXCEPT AS EXPRESSLY REQUIRED BY APPLICABLE LAW, IN NO EVENT WILL THE INDEMNIFIED PARTIES’ TOTAL LIABILITY TO YOU FOR ALL CLAIMS ARISING OUT OF OR IN RELATION TO THE SERVICES OR THE AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED, IN THE AGGREGATE, FIVE UNITED STATES DOLLARS (\$5.00).

The foregoing disclaimers of liability will not apply to the extent prohibited by applicable law in the jurisdiction of your place of residence. You acknowledge and agree that the above limitations of liability, together with the other provisions in the Agreement that limit liability, are essential terms and that we would not be willing to grant you the rights set forth in the Agreement but for your agreement to the above limitations of liability.

DISPUTE RESOLUTION

If you have a legal complaint about the Services, please contact us via email at legalsupport@avivatech.com.

To the maximum extent permitted by applicable law, you and we agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated, or representative action.

YOU AGREE THAT ANY CAUSE OF ACTION BROUGHT BY YOU ARISING OUT OF OR RELATED TO THE SERVICES OR THE AGREEMENT MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, THE CAUSE OF ACTION IS PERMANENTLY BARRED.

The Agreement is governed by the laws of the State of Georgia, without reference to rules governing choice of law. You and we each hereby irrevocably consent to the exclusive jurisdiction and venue of the federal and state courts located in Fulton County, Georgia with respect to any claims, suits, or proceedings arising out of or in connection with the Agreement and agree not to commence or prosecute any such claim, suit, or proceeding other than in the aforementioned courts. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

NOTICE TO CALIFORNIA RESIDENTS

BY USING THE SERVICES, YOU WAIVE YOUR RIGHTS WITH RESPECT TO CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

If the Services are at any time deemed an electronic commercial service (as defined under California Civil Code Section 1789.3), California residents are entitled to the following specific consumer rights information:

The provider of the Services is:

Avivatech LLC
1665 Bluegrass Lakes Pkwy.
Alpharetta, GA 30004
470-865-6100

If the Services are deemed an electronic commercial service, you may file a complaint regarding the Services or receive further information regarding use of the Services by sending a letter to the attention of "Legal Department" at the above address.

GENERAL TERMS

Entire Agreement. The Agreement, together with all Additional Terms, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. If any term or provision of the Agreement is determined to be invalid, illegal, or unenforceable in any jurisdiction, such term or provision shall be eliminated or limited to the minimum extent in such jurisdiction such that the remaining provisions of the Agreement will continue in full force and effect and such invalidity, illegality, or unenforceability will not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

Assignment. You will not assign or otherwise transfer the Agreement or any of your rights or obligations under the Agreement without our prior written consent. Any purported assignment or transfer in violation of this paragraph is null and void. We may assign the Agreement without your consent (i) in connection with a merger, acquisition or sale of all or substantially all of our assets or (ii) to any affiliate or as part of a corporate reorganization; and effective upon such assignment, the assignee is deemed substituted for us as a party to the Agreement, and we are fully released from all of our obligations and duties to perform under the Agreement. Subject to the foregoing, the Agreement will be binding upon, and inure to the benefit of the parties and their respective permitted successors and assigns.

QUESTIONS ABOUT THE SERVICES; TERMINATION; OR SECURITY CONCERNS

If you have any legal questions or concerns about the Services, or if you believe information you have provided us is no longer secure, please contact us via email at legalsupport@avivatech.com.

If you have any other questions about the Services, please contact us via email at info@avivatech.com.