



TERMS OF USE

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PLEASE ALSO VISIT THESE TERMS REGULARLY AS VE MAY CHANGE, ADD TO, REMOVE PORTIONS OF OR OTHERWISE UPDATE THESE TERMS. ALL CHANGES WILL BE EFFECTIVE IMMEDIATELY UPON POSTING.

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- YOUR REVIEW AND ACCEPTANCE OF THESE TERMS AND VE’S PRIVACY POLICY, AS EACH MAY BE CHANGED, MODIFIED OR UPDATED,
- YOUR AGREEMENT TO BE BOUND BY AND COMPLY WITH THESE TERMS AND VE’S PRIVACY POLICY CURRENT AT THE TIME OF YOUR ACTIVITY, AND
- YOUR AGREEMENT TO COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS CURRENT AT THE TIME OF YOUR ACTIVITY.

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- (6) make any part of the VE HUB AND WEBSITE available as part of another website, database or networked computer environment, except as expressly necessary and permitted to carry out the activities of the VE program,
- (7) remove any copyright or other proprietary notations from the VE Materials and IP;
- (8) use the VE Materials and IP in a way that violates applicable laws or regulations, including relating to the export of data or software;
- (9) otherwise take any action contrary to VE's rights in the VE Materials and IP or the VE HUB AND WEBSITE, and
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- (1) THE PROGRAMMING, SERVICES AND VE MATERIALS AND IP ON THE VE HUB AND WEBSITE (INCLUDING ANY THIRD PARTY CONTENT OR LINKS) WILL MEET YOUR REQUIREMENTS,
- (2) THE PROGRAMMING, SERVICES AND VE MATERIALS AND IP ON THE VE HUB AND WEBSITE (INCLUDING ANY THIRD PARTY CONTENT OR LINKS) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE,
- (3) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PROGRAMMING, SERVICES AND VE MATERIALS AND IP ON THE VE HUB AND WEBSITE (INCLUDING ANY THIRD PARTY CONTENT OR LINKS) WILL BE EFFECTIVE, ACCURATE, OR RELIABLE,
- (4) THE VE HUB AND WEBSITE OR ITS SERVER (INCLUDING ANY THIRD PARTY LINKS AND WEBSITES) ARE FREE FROM ERRORS, VIRUSES, WORMS OR "TROJAN HORSES",
- (5) THE QUALITY OF ANY THE PROGRAMMING, SERVICES AND VE MATERIALS AND IP OBTAINED BY YOU ON THE VE HUB AND WEBSITE (INCLUDING ANY THIRD PARTY CONTENT OR LINKS) WILL MEET YOUR EXPECTATIONS OR BE FREE FROM MISTAKES, ERRORS OR DEFECTS, OR
- (6) ANY FILES WHICH YOU DOWNLOAD FROM THE VE HUB AND WEBSITE (INCLUDING ANY THIRD PARTY FILES OR LINKS) WILL BE FREE OF VIRUSES OR OTHER HARMFUL DISRUPTIVE CODE.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, VE ASSUMES NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MISDELIVERY OR

FAILURE TO STORE ANY USER COMMUNICATIONS OR PERSONALIZATION SETTINGS.

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WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IN NO EVENT SHALL VE'S TOTAL LIABILITY TO YOU RELATED TO THE VE HUB AND WEBSITE, THE VE MATERIALS AND IP, AND THE VE PROGRAMMING AND SERVICES FOR ANY AND ALL DAMAGES, LOSSES, LIABILITIES AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, NEGLIGENCE) EXCEED \$50.00 USD.

EXCEPTION TO DISCLAIMER AND LIABILITY LIMITATIONS. Applicable law may not allow the exclusion of incidental or consequential damages and/or the exclusion of implied representations and warranties, so some or all of the above exclusions and limitations may not apply to you. If any part of the exclusions of damages or limitations of liability set forth above is unenforceable under applicable law, the liability of VE will be limited to the maximum extent permitted by such law.

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Subject to these Terms and the VE Privacy Policy, by posting or otherwise providing VE with any Submission:

- You hereby grant to VE a non-exclusive, royalty-free, perpetual, transferable, irrevocable and fully sub-licensable right to use, copy, transmit, translate, modify, distribute, display, publish or otherwise exploit that Submission in any form, media, technology, whether now known or later developed, and for any purpose including, without limitation, developing, distributing and promoting VE and its programming, materials and services, and
- You represent and warrant to VE that you own or otherwise have the rights necessary to provide the Submission to VE.

While VE encourages you to state what is on your mind, you may not post, upload, transmit, or otherwise make available any content through the VE HUB AND WEBSITE that:

- (1) is promotional in nature, including solicitations, junk mail, spam, chain letters, pyramid schemes or the like;
- (2) is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy (including by sharing their private or personal information), hateful, or racially, ethnically or otherwise objectionable;
- (3) falsely identifies yourself or your e-mail address, impersonates any other person or entity, or otherwise misleads VE or other VE HUB AND WEBSITE users as to the origin of any Submission;
- (4) violates or infringes the copyright, trademark, or other intellectual property rights of any third party, or is provided or posted without the permission of the owner(s) of such rights;

- (5) contains software viruses or other computer code, files or programs designed to interrupt, destroy, harm or limit the functionality of any computer software or hardware or telecommunications equipment; or
- (6) is otherwise deemed by VE in its sole discretion to be inappropriate for the VE HUB AND WEBSITE.

You are solely responsible for the Submissions that you provide, including the content of any comments or information posted by you or otherwise through your account, or for the content of any information accessible through any links to third party sites contained within your Submission.

VE has the right, but not the obligation, to:

- monitor Submissions posted to the VE HUB AND WEBSITE to determine compliance with these Terms and to satisfy any law, regulation or authorized government request, and
- edit or remove any Submission provided to or posted on the VE HUB AND WEBSITE for any reason.

Notwithstanding the foregoing, any monitoring or review of Submissions that VE may conduct does not mean that VE endorses, supports, sanctions, encourages, or agrees with the comments, opinions or statements that are contained in those Submissions, and VE does not verify that those comments posted are truthful, accurate or reliable.

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- IMMEDIATELY TERMINATE ALL LINKS OR CONNECTIONS TO THE VE HUB AND WEBSITE,
- DESTROY ALL DOWNLOADED AND/OR PRINTED MATERIALS,
- DESTROY ALL COPIES THEREOF AND ALL NOTES, DOCUMENTS, WORKS AND MATERIALS PREPARED BASED ON, USING OR INCORPORATING THE VE HUB AND WEBSITE AND/OR VE MATERIALS AND IP AND
- ENSURE ALL KNOWN THIRD PARTIES DO THE SAME.

GOVERNING LAW; VENUE. These Terms will be governed by and construed in accordance with the laws of the State of New York, without giving effect to any principles of conflict of laws. You hereby irrevocably consent to the exclusive personal jurisdiction of, and venue in, the state and federal courts located in New York, New York, with respect to any disputes arising out of or relating to your use of the VE HUB AND WEBSITE and the VE programming, services, VE Materials and IP, and you hereby irrevocably waive all defense of lack of personal jurisdiction and forum non-conveniens. Any cause of action or claim you may have arising out of or relating to the VE HUB AND WEBSITE and the VE programming, services, VE Materials and IP must be commenced within one (1) year after the cause of action accrues. Otherwise, such cause of action or claim is permanently barred.

MISCELLANEOUS PROVISIONS. These Terms together with our Privacy Policy constitute the complete and exclusive agreement between you and VE concerning your use of the VE HUB and WEBSITE, including the VE programming, services, Materials and IP and supersede all prior documents, negotiations and drafts with respect to such subject matter, whether written or oral. No provision of these Terms may be construed against either you or VE by reason of the drafting or preparation thereof. Nothing contained in these Terms shall be construed as creating any agency, partnership, or other form of joint enterprise between VE and you. The failure of VE to enforce or exercise any right or provision hereof shall not operate as a waiver of such right or provision, nor shall VE's waiver of a breach of any provision hereof be taken or held to be a waiver of that provision at any other time. The section titles in these Terms are for convenience only and have no legal or contractual effect. These Terms operate to the fullest extent permissible by law. If any provision of these Terms is declared unlawful, void or unenforceable under any applicable law by a court of competent jurisdiction, such provision will be enforced to the maximum extent permissible to achieve to the greatest extent possible the original objectives of such provision and the remaining provisions will remain in full force and effect. All right or obligations of VE and you that, by their nature, should survive termination or expiration of the parties' relationship (including but not limited to those set out under the headings "Use of Materials" and "Breach of These Terms"), will survive.