

VIKAZ TERMS & CONDITIONS

BY VISITING VIKAZ.COM, YOU ARE CONSENTING TO OUR TERMS AND CONDITIONS.

OVERVIEW

By using vikaz.com, referred to as this “Site”, all visitors, referred to as “user”, “you” and “your” are bound by these Terms and Conditions. The terms “we”, “us”, and “our” refer to Vikaz. Accessing this Site constitutes a use of the Site and an acceptance to the Terms provided herein.

By using the Site, you agree to these Terms and Conditions, without modification, and acknowledge reading them. We reserve the right to change these Terms and Conditions or to impose new conditions on use of the Site, from time to time, in which case we will post the revised Terms and Conditions on this Site. By continuing to use the Site after we post any such changes means you accept the new Terms and Conditions with the modifications.

SITE USE

To access or use the Site, you must be 18 years or older and have the requisite power and authority to enter into these Terms and Conditions.

Information provided on the Site and in the service related to our practice of network spinal analysis and our power to align programs (the “Service”) are subject to change. Vikaz makes no representation or warranty that the information provided, regardless of its source (the “Content”), is accurate, complete, reliable, current or error-free. Vikaz disclaims all liability for any inaccuracy, error or incompleteness in the Content.

In order to use the Site and Service, you may be required to provide information about yourself including your name, email address, and other personal information. You agree that any registration information you give to Vikaz will always be accurate, correct and up to date. You must not impersonate someone else or provide account information or an email address other than your own. Your account must not be used for any illegal or unauthorized purpose. You must not, in the use of the Site, violate any laws in your jurisdiction.

You may use the Site and Service for lawful purposes only. You shall not post or transmit through the Site any material which violates or infringes the rights of others, or which is threatening, abusive, defamatory, libelous, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, contains injurious formulas, recipes, or instructions, which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law.

VIKAZ INTELLECTUAL PROPERTY

The Site and Service contain intellectual property owned by Vikaz, including, without limitation, trademarks, copyrights, proprietary information and other intellectual property as well as the Vikaz name, logo, all designs, text, graphics, other files, and the selection and arrangement thereof. You may not modify, publish, transmit, participate in the transfer or sale of, create derivative works from, distribute, display, reproduce or perform, or in any way exploit in any format whatsoever any of the Site or Service content or intellectual property, in whole or in part without our prior written consent. We reserve the right to immediately remove you from the Site and Service, without refund, if you are caught violating this intellectual property policy.

LIMITATION OF LIABILITY

YOU AGREE THAT UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, OR ANY OTHER DAMAGES ARISING OUT OF YOUR USE OF THE SITE OR SERVICE. ADDITIONALLY, VIKAZ IS NOT LIABLE FOR DAMAGES IN CONNECTION WITH (I) ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, DENIAL OF SERVICE, ATTACK, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE; (II) LOSS OF REVENUE, ANTICIPATED PROFITS, BUSINESS, SAVINGS, GOODWILL OR DATA; AND (III) THIRD PARTY THEFT OF, DESTRUCTION OF, UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF YOUR INFORMATION OR PROPERTY, REGARDLESS OF OUR NEGLIGENCE, GROSS NEGLIGENCE, FAILURE OF AN ESSENTIAL PURPOSE AND WHETHER SUCH LIABILITY ARISES IN NEGLIGENCE, CONTRACT, TORT, OR ANY OTHER THEORY OF LEGAL LIABILITY. THE FOREGOING APPLIES EVEN IF VIKAZ HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN THE DAMAGES. IN THOSE STATES THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR THE DAMAGES, OUR LIABILITY IS LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY LAW. IN NO EVENT SHALL VIKAZ'S CUMULATIVE LIABILITY TO YOU EXCEED \$100.

THIRD PARTY RESOURCES

The Site and the Service may contain links to third party websites and resources. You acknowledge and agree that we are not responsible or liable for the availability, accuracy, content or policies of third party websites or resources. Links to such websites or resources do not imply any endorsement by or affiliation with Vikaz. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

INDEMNIFICATION

You shall indemnify and hold us harmless from and against any and all losses, damages, settlements, liabilities, costs, charges, assessments and expenses, as well as third party claims and causes of action, including, without limitation, attorneys' fees, arising out of any breach by you of any of these Terms and Conditions, or any use by you of the Site or Service. You shall provide us with such assistance, without charge, as we may request in connection with any such defense, including, without limitation, providing us with such information, documents, records and reasonable access to you, as we deem necessary. You shall not settle any third party claim or waive any defense without our prior written consent.

GOVERNING LAW; VENUE; MEDIATION

This Agreement shall be construed in accordance with, and governed by, the laws of the State of New York as applied to contracts that are executed and performed entirely in New York. The exclusive venue for any arbitration or court proceeding based on or arising out of this Agreement shall be New York, New York. The parties agree to attempt to resolve any dispute, claim or controversy arising out of or relating to this Agreement by mediation, which shall be conducted under the then current mediation procedures of The CPR Institute for Conflict Prevention & Resolution or any other procedure upon which the parties may agree. The parties further agree that their respective good faith participation in mediation is a condition precedent to pursuing any other available legal or equitable remedy, including litigation, arbitration or other dispute resolution procedures.

If any legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs

incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

SEVERABILITY

If any term, provision, covenant, or condition of this Agreement is held by an arbitrator or court of competent jurisdiction to be invalid, void, or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

ASSIGNMENT

These Terms and Conditions bind and inure to the benefit of the parties' successors and assigns. These Terms and Conditions are not assignable, delegable or otherwise transferable by you. Any transfer, assignment or delegation by you is invalid.

ENTIRE AGREEMENT; WAIVER; HEADINGS

This Agreement constitutes the entire agreement between you and Vikaz pertaining to the Site and Service and supersedes all prior and contemporaneous agreements, representations, and understandings between us. No waiver of any of the provisions of this Agreement by Vikaz shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by Vikaz. The subject headings of this Agreement are included for convenience only and shall not affect the construction or interpretation of any of its provisions.

Updated: January 2014