

ALUVA

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By using the website www.ALUVA.co (the “Site”), you acknowledge and agree to be bound by the following terms and conditions and any instructions, policies or guidelines referenced herein (the “Terms and Conditions”). If you are accepting the Terms and Conditions on behalf of a company, organization, government, or other legal entity, you represent and warrant that you are authorized to do so on behalf of such entity. If you do not accept the Terms and Conditions, then please do not use the Site.

PLEASE READ THE TERMS AND CONDITIONS CAREFULLY AND CHECK THEM PERIODICALLY. THE TERMS AND CONDITIONS MAY HAVE CHANGED SINCE YOUR LAST VISIT TO THIS SITE. ALL SUCH CHANGES WILL BE BINDING UPON YOU AS OF THE REVISED EFFECTIVE DATE. YOU MAY NOT AMEND OR MODIFY THE TERMS AND CONDITIONS UNDER ANY CIRCUMSTANCES. YOUR CONTINUED USE OF THE SITE AFTER ANY SUCH CHANGE IS POSTED TO THE SITE WILL BE CONSIDERED YOUR ACCEPTANCE OF THOSE CHANGES. IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS, THEN DO NOT USE THE SITE.

General

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Privacy Policy

Our Privacy Policy which sets out how we gather, use, disclose and protect your information can be found at <https://www.ALUVA.com/privacy>. By using the Site, you consent to the processing described therein and warrant that the data provided by you is accurate.

Limited License

Upon your acceptance of the Terms and Conditions, ALUVA grants you a limited, nontransferable, non-sublicensable, non-exclusive, revocable right to access and use the Site and Content for your personal, non-commercial use only. This right is subject to the following restrictions: (i) you may not copy, publish, distribute, perform, display, post, modify, create

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Covenants

While using the Site, you agree not to: (a) defame, abuse, harass, stalk, threaten or otherwise violate the rights of others, including without limitation others' privacy rights or rights of publicity; (b) impersonate any person or entity, falsely state or otherwise misrepresent your affiliation with any person or entity, or use any fraudulent, misleading or inaccurate email address or other contact information; (c) restrict or inhibit any other user from using the Site, including, without limitation, by means of "hacking" or defacing any portion of the Site; (d) express or imply that any statements you make are endorsed by us, without our prior written consent; (e) upload to, transmit through, or display on the Site any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or other unsolicited commercial communication (except as otherwise expressly permitted by us); (f) engage in spamming or flooding; (g) transmit any software or other materials that contain any viruses, worms, trojan horses, defects, date bombs, time bombs or other items of a destructive nature; (h) modify, adapt, sublicense, translate, sell, reverse engineer, decompile or disassemble any portion of the Site; (i) remove any copyright, trademark or other proprietary rights notices contained in or displayed on any portion of the Site; (j) "frame" or "mirror" any portion of the Site, or link to any page of or material on the Site other than the URL located at <http://www.ALUVA.com/> or the URLs provided by us to you for such purposes as part of the Site, without our prior written authorization; (k) use any robot, spider, site search/retrieval application or other manual or automatic device or process to retrieve, index, "data mine" or in any way reproduce or circumvent the navigational structure or presentation of the Site; or (l) harvest or collect information about users of the Site without their express consent.

User Accounts

Certain areas of the Site may require you to register, setup an account or may otherwise ask you to provide information, including personal information, to participate in certain features or to access certain content. The decision to provide any of your information is purely voluntary and optional; however, if you elect not to provide us with certain information, you may not be able to access certain content or participate in certain features of the Site. If you are under the age of 18, you may not register or setup an account. You represent and warrant to us that all of the information and data provided by you is accurate and truthful in all respects.

If you create an account on the Site, you agree to be responsible for: (i) maintaining the confidentiality of passwords or other account identifiers which you choose and (ii) all activities that occur under such password or account identifiers. You also agree to notify ALUVA of (a) any loss of your password or account identifiers and (b) any unauthorized use of your password

or account identifiers. We will not be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with, your failure to comply with this section of these Terms and Conditions. If you provide us with your email address during account setup, registration or otherwise, you consent to receive communications from us electronically.

Materials and Information

All materials and information, as well as any products, services, applications, features, and functionalities provided by ALUVA on or through the Site are for informational purposes only and are not in any way intended to provide medical or business advice or training. Nothing on the Site is intended to be used, and as a result should not be used, for medical diagnosis or treatment, or to take the place of the advice of a physician or other qualified health provider. Any product recommendations provided on the Site or generated through any interactive tools available on or through the Site are general recommendations only based on general factors and are not intended to be, and do not take the place of, a medical diagnosis or individual consultation. Individual results from the use of ALUVA products will vary depending on the individual, and ALUVA makes no guarantee regarding the results you may experience from using these products.

Submissions

IN THE EVENT THAT YOU POST OR UPLOAD TO THE SITE, OR OTHERWISE SUBMIT TO US AS PART OF YOUR USE OF THE SITE, ANY MATERIALS INCLUDING, WITHOUT LIMITATION, PHOTOGRAPHS AND OTHER IMAGES, TEXT, GRAPHICS, SOUNDS, DATA, LINKS AND OTHER MATERIALS (COLLECTIVELY, "SUBMISSIONS"), YOU HEREBY GRANT US AND OUR DESIGNEES A WORLDWIDE, NON-EXCLUSIVE, SUBLICENSABLE (THROUGH MULTIPLE TIERS), ASSIGNABLE, ROYALTY-FREE, FULLY PAID-UP, PERPETUAL, IRREVOCABLE RIGHT TO USE, REPRODUCE, DISTRIBUTE (THROUGH MULTIPLE TIERS), CREATE DERIVATIVE WORKS OF, AND PUBLICLY DISPLAY AND PERFORM SUCH SUBMISSIONS. EXCEPT FOR THE FOREGOING LICENSE, WE DO NOT CLAIM OWNERSHIP OF ANY COPYRIGHT IN YOUR SUBMISSIONS. YOU REPRESENT, WARRANT AND COVENANT THAT YOU OWN OR OTHERWISE POSSESS ALL NECESSARY RIGHTS WITH RESPECT TO YOUR SUBMISSIONS, AND THAT YOUR SUBMISSIONS DO NOT AND WILL NOT INFRINGE, MISAPPROPRIATE, USE OR DISCLOSE WITHOUT AUTHORIZATION, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY OR PROPRIETARY RIGHT OF ANY THIRD PARTY, AND ARE NOT UNLAWFUL, FRAUDULENT, THREATENING, ABUSIVE, LIBELOUS, DEFAMATORY, OBSCENE OR OTHERWISE OBJECTIONABLE.

YOU ACKNOWLEDGE AND AGREE THAT NONE OF THE SUBMISSIONS WILL BE SUBJECT TO ANY OBLIGATION, WHETHER OF CONFIDENTIALITY, ATTRIBUTION OR OTHERWISE, ON OUR PART AND WE WILL NOT BE LIABLE FOR ANY USE OR DISCLOSURE OF ANY SUBMISSIONS. YOU ACKNOWLEDGE AND AGREE THAT WE MAY (BUT ARE NOT OBLIGATED TO) DO ANY OR ALL OF THE FOLLOWING, AT

OUR DISCRETION: (A) MONITOR AND/OR FILTER ANY SUBMISSIONS (INCLUDING WITHOUT LIMITATION BY MEANS OF BLOCKING OR REPLACING EXPLETIVES OR OTHER LANGUAGE THAT MAY BE DEEMED HARMFUL OR OFFENSIVE); (B) ALTER, REMOVE, OR REFUSE TO SEND, TRANSMIT OR OTHERWISE USE ANY SUBMISSION (INCLUDING, WITHOUT LIMITATION, BY SUSPENDING THE PROCESSING AND SHIPPING OF ANY ORDER RELATING TO ANY SUBMISSION); AND/OR (C) DISCLOSE ANY SUBMISSIONS, AND THE CIRCUMSTANCES SURROUNDING THE TRANSMISSION OR USE THEREOF, TO ANY THIRD PARTY IN ORDER TO OPERATE THE SITE; TO PROTECT OUR AFFILIATES, DISTRIBUTORS, PARTNERS, LICENSORS, ADVERTISERS, SPONSORS, AND USERS; TO COMPLY WITH LEGAL OBLIGATIONS OR GOVERNMENTAL REQUESTS; TO ENFORCE THESE TERMS; OR FOR ANY OTHER REASON OR PURPOSE. YOU ACKNOWLEDGE AND AGREE THAT THE ENTRY OF A SUBMISSION IS AT YOUR SOLE RISK, AND THAT ALUVA IS NOT RESPONSIBLE FOR ANY LOSS OF SUCH SUBMISSION, ANY LOSS OF CONFIDENTIALITY OR PRIVACY IN CONNECTION THEREWITH, OR ANY OTHER LOSS OR LIABILITY RELATING TO SUCH SUBMISSION IN ANY WAY.

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Warranty Disclaimer

THE SITE AND ALL CONTENT, AND FUNCTIONALITY INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SITE, ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS. ALUVA DOES NOT WARRANT THAT THE CONTENT OF THE SITE IS ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR-FREE. NEITHER NEKTOR NOR ITS THIRD-PARTY PROVIDERS MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OR AVAILABILITY OF THE SITE OR CONTENT, OR FUNCTIONALITY INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SITE. THE CONTENT ON THE SITE IS PROVIDED FOR GENERAL INFORMATION ONLY AND SHOULD NOT BE RELIED UPON OR USED AS THE SOLE BASIS FOR MAKING DECISIONS WITHOUT CONSULTING PRIMARY, MORE ACCURATE, MORE COMPLETE OR MORE TIMELY SOURCES OF INFORMATION. YOU EXPRESSLY AGREE THAT YOUR USE OF (OR INABILITY TO USE) THE SITE OR SUBMISSION OF INFORMATION, IS AT YOUR SOLE RISK.

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Limitation of Liability

IN NO EVENT WILL THE ALUVA INDEMNIFIED PARTIES (AS DEFINED BELOW) BE LIABLE, AND YOU HEREBY WAIVE ANY CLAIM AGAINST THE ALUVA INDEMNIFIED PARTIES AND RELEASE THE ALUVA INDEMNIFIED PARTIES FROM ANY LIABILITY FOR ANY LOSS OR DAMAGES OF ANY KIND ARISING FROM (A) THE USE OF THE SITE, (B) ANY CONTENT OR FUNCTIONALITY INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SITE, (C) ANY ACTIONS ALUVA TAKES OR FAILS TO TAKE AS A RESULT OF COMMUNICATIONS YOU SEND TO ALUVA, OR (D) THE DELAY OR INABILITY TO USE THE SITE; INCLUDING ALL DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY AND CONSEQUENTIAL DAMAGES, WHETHER UNDER CONTRACT, LAW, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, EVEN IF ALUVA HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. AT ALUVA'S OPTION, ALUVA MAY SEEK ALL REMEDIES AVAILABLE TO IT UNDER LAW AND IN EQUITY, INCLUDING INJUNCTIVE RELIEF IN THE FORM OF SPECIFIC PERFORMANCE TO ENFORCE THE TERMS AND CONDITIONS AND/OR ACTIONS FOR DAMAGES.

YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY OF THE ABOVE CLAIMS OR ANY DISPUTE WITH ALUVA RELATED IN ANY WAY TO THE USE OF THE SITE IS TO DISCONTINUE YOUR USE OF THE SITE. YOU AND ALUVA AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES OR THE CAUSE OF ACTION IS PERMANENTLY BARRED.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

Indemnification

You will indemnify and hold harmless ALUVA and its affiliates, and our or their respective directors, officers, employees, agents, representatives, licensors and third-party providers (collectively, the "ALUVA Indemnified Parties"), on demand, from and against any and all fines, penalties, liabilities, losses and other damages of any kind whatsoever (including

attorneys' and experts' fees), incurred by any of the ALUVA Indemnified Parties, and shall defend the ALUVA Indemnified Parties against (1) all claims arising out of or relating to your use of the Site, including that any Submissions or other information, data or materials (whether tangible or intangible) provided by you in connection with your use of the Site or the Terms and Conditions, or use thereof by any ALUVA Indemnitee, infringes, misappropriates or otherwise violates any trademark, trade secret, patent, copyright or other intellectual property right or proprietary right of a third party; (2) all claims arising out of or relating to fraud committed by, or the intentional misconduct or gross negligence of, you; and (3) all claims arising out of or relating to your failure to comply with, or breach by you of, any provision of the Terms and Conditions. This indemnification provision does not apply to intentional or reckless acts or gross negligence on the part of the ALUVA Indemnified Parties.

We reserve the right to assume the exclusive defense and control of any matter otherwise subject to this section and, in such case, you agree pay for all costs and expenses arising out of or relating to such defense and to cooperate with us in the defense of such matter, at your sole cost and expense.

Contests

This Site may contain sweepstakes, contests or other promotions that require you to send material or information about yourself. Please note that sweepstakes, contests or promotions offered via the Site may be, and often are, governed by a separate set of rules that, in addition to describing such sweepstakes, contest or promotion, may have eligibility requirements, such as certain age or geographic area restrictions, terms and conditions governing the use of material you submit, and disclosures about how your personal information may be used. It is your responsibility to read such rules to determine whether or not you want to and are eligible to participate, register and/or enter. By entering any such sweepstakes, contest or other promotion, you agree to comply with abide by such rules and the decisions of the sponsor(s) identified therein, which shall be final and binding in all respects.

Third Party Links

You may be able to link to third party websites or resources from the Site ("Linked Sites"). The Linked Sites are provided solely as a convenience to our visitors and are not an endorsement of any information, product or service reached through such Linked Sites. The Linked Sites are not under our control and we are not responsible for examining or evaluating the content or accuracy of, and we do not warrant and will not have any liability or responsibility for, any Linked Sites, or for any other materials, products, or services offered on the Linked Sites. You should carefully review the privacy notices and other conditions of use at the Linked Sites.

Governing Law

The Terms and Conditions shall be governed by and construed in accordance with the laws, rules and regulations of the State of Utah without giving effect to any choice-of-law provision or rule (whether of Utah or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. You hereby irrevocably consent and submit to the jurisdiction and venue of

the courts located in the State of Utah for the adjudication of any matter arising out of or relating to the Terms and Conditions and waive any objection based on improper venue or inconvenient forum. No course of dealing or usage of trade will apply to the Terms and Conditions. We recognize that it is possible for you to obtain access to the Site from any jurisdiction in the world, but we have no practical ability to prevent such access. The Site has been designed to comply with the laws of the State of Utah and of the United States. If any Content, or your use of the Site, is contrary to the laws of the place where you are when you access it, the Site is not intended for you, and we ask you not to use the Site. You are responsible for informing yourself of the laws of your jurisdiction and complying with them.

DMCA Disclosure

ALUVA is committed to protecting copyrights and expects users of the Site to do the same. The Digital Millennium Copyright Act of 1998 (the “DMCA”) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that any material used or displayed on or through the Site infringes your copyright, you (or your agent) may send our designated copyright agent named below a notice requesting that the material be removed, or access to it blocked. The notice must include the following information in writing:

- (i) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- (ii) Identification of the location where the original or an authorized copy of the copyrighted work exists, for example the URL of the website where it is posted or the name of the book in which it has been published;
- (iii) Identification of the material that is claimed to be infringing and a description of the infringing activity and information reasonably sufficient to permit ALUVA to locate the material;
- (iv) Information reasonably sufficient to permit ALUVA to contact you, such as an address, telephone number, and if available, an email address;
- (v) A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- (vi) A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. Our designated copyright agent for notice of copyright infringement on the Site may be contacted at: ALUVA, Attn: Legal Department, 26 S. Rio Grande St. #2702 Salt Lake City, UT 84101. You acknowledge that if you fail to comply with all the above requirements, your notice may not be valid.

Integration

The Terms and Conditions govern your use of the Site, including the submission of all data, information and other materials (whether tangible or intangible and including order, payment and personal information) through the Site. The Terms and Conditions constitute the entire

agreement between you and ALUVA with regard to your use of the Site and all matters addressed herein and supersedes all prior written or oral agreements or understandings previously existing between you and ALUVA. No terms or conditions endorsed upon, delivered with or contained in or communicated by any of the foregoing will form part of the Terms and Conditions.

Miscellaneous

Failure by ALUVA to enforce any provision in the Terms and Conditions will not be construed as a waiver of such or any other provision. No waiver will be binding upon ALUVA unless in writing and signed by an authorized representative of ALUVA, and any such waiver will be limited to the particular instance referred to. If any provision of the Terms and Conditions is held to be invalid, illegal or unenforceable for any reason, the remainder of the Terms and Conditions will continue in full force and effect and such invalid provision, to the maximum extent permitted by law and to the extent possible, will be construed in accordance with the original intent of the parties, and to the extent not possible, will be deemed severable from the Terms and Conditions. Headings used in the Terms and Conditions are for reference purposes only and in no way define or limit the scope of the section. As used in the Terms and Conditions, the word “including” and words of similar import means “including, without limitation.”

Suggestions

We welcome your feedback about the Site. However, any comments, ideas, notes, messages, suggestions or other communications sent to ALUVA shall be and remain the exclusive property of ALUVA, and we may use all such communications in any manner without compensation to you.

Should you have any questions or complaints regarding the Terms and Conditions, please contact us by email at Support@ALUVA.co.