

TERMS OF USE

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As a condition of your use of the Site, you represent and warrant that you shall not use the Site for any purpose that is unlawful or prohibited by these Terms of Use. You will not submit any false, misleading or inaccurate information to the Site. You will abide by all applicable local, state, national and international laws and regulations and you shall be solely responsible and liable for all of your acts or omissions that occur while you use the Site. Among other things, you will not use the Site to:

- * Defame, abuse, harass, stalk, threaten or otherwise violate or infringe the legal rights (such as, but not limited to, rights of privacy, publicity and intellectual property) of others;
- * Publish, distribute or disseminate any harmful, inappropriate, profane, vulgar, infringing, obscene, tortious, indecent, immoral or otherwise objectionable material or information;
- * Transmit or upload any material to the Site that contains viruses, trojan horses, worms, time bombs, cancelbots, spyware, or any other harmful or deleterious programs;
- * Interfere with or disrupt the Site networks or servers;
- * Harvest or otherwise collect information from the Site about others, including without limitation email addresses, without proper consent;
- * Use the account, login identification, or password of another party to access any portion of the Site;
- * Otherwise attempt to gain unauthorized access to the Site, other accounts, computer systems or networks connected to the Site, through password mining or any other means; or
- * Interfere with another individual's or entity's use or enjoyment of the Site.

Visily has no obligation to monitor your use of the Site or retain the content of any of your sessions on the Site. However, Visily reserves the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, legal process or government request.

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Infringement Claims

We respect the intellectual property of others, and we ask you to do the same. If you believe some Content on the Site has been copied in such a way as to constitute copyright infringement, please see our DMCA Policy below.

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These Terms of Use do not apply to other Web sites. Any links on this Site may let you leave the Site and go to other Web sites. The linked Web sites are not under our control, and we do not endorse and are not responsible for their content, accuracy or otherwise. If you decide to access any of the third party sites linked to this Site, you do this entirely at your own risk.

Age Appropriateness

This Site is not intended for children, much less children under the age of 13, and we do not knowingly collect, solicit, or store personally identifiable information from, or about children under the age of 13.

Privacy

Personal information collected through the Site is treated according to our Privacy Policy located at <https://www.visily.ai/policies/privacy-policy/>. Our Privacy Policy does not apply to other Web sites, and we will not have any liability for the information collection or dissemination policies of third parties. By using this Site, you agree you have read and understand the Privacy Policy, which is a condition to your use of the Site. You should not access the Site if you do not agree with the terms of the Privacy Policy.

Contact Information

All questions, concerns or communications regarding these Terms of Use should be directed to legal@visily.ai.

DMCA POLICY

The following policy describes the procedures consistent with the Digital Millennium Copyright Act 17 U.S.C. § 512(c)(3) ("DMCA") for a notice you may file if your work has been copied or used on the Site (or included in the Visily Service or our Content) in a way that constitutes copyright infringement, as well as for any corresponding counter-notices.

Our Designated Agent to Receive Notifications of Infringement Under the DMCA

Your notice of copyright infringement under the DMCA ("DMCA Notice") should be sent to Visily's Designated Agent as follows:

Designated Agent: Jordan Woods
By Mail: 1776 Peachtree St NE, Atlanta, GA 30309
By Email: legal@visily.ai

Notice of Infringement

The DMCA Notice to the Designated Agent should include the following:

- Signature of Copyright Owner or Agent: A physical or electronic signature of the person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- Identification of the Copyrighted Material: Identification of the copyrighted material claimed to have been infringed including reasonably sufficient detail.
- Identification of the Allegedly Infringing Material: Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to

which is to be disabled, and information reasonably sufficient to permit Visily to locate the material.

- Contact Information: Information reasonably sufficient to permit Visily to contact the sender of the DMCA Notice, such as an address, telephone number, and, if available, an email address.
- Good Faith Belief of Infringement: 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.
- Accuracy and Authority: A statement that the information in the DMCA Notice is accurate, and under penalty of perjury, that you are the owner or authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Please be aware that under the DMCA a sender of a DMCA Notice may be liable for damages, including court costs and attorneys' fees, if the sender materially misrepresents that content made available through the Site infringes upon the copyright of another.

Counter-Notice

If you believe in good faith that a DMCA Notice of copyright infringement has been wrongfully filed against you with respect to your material on the Site, then you may send a counter-notice provided by the DMCA addressed to our Designated Agent and including the following:

- Your Signature: A physical or electronic signature of the person who the claim of infringement is made against.
- Identification of Removed/Blocked Material: Identification of the material that has been removed or to which access has been disabled and the location where the material appeared before it was removed or access to it was disabled.
- Your Good Faith Belief: A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled.
- Your Contact Information, Acceptance of Jurisdiction and Service of Process: Your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court in Atlanta, Georgia, and a statement that you will accept service of process from the person who provided the DMCA Notice of the alleged infringement.

As provided by the DMCA, following receipt of a valid counter-notice, we may restore the removed or disabled content following 10 business days from the date that we received a proper written counter-notice, unless our Designated Agent first receives notice that a court action has been filed to restrain the user from engaging in infringing activity related to the removed or disabled content.