

ENVISION NEXUS TERMS OF SERVICE

These Terms of Service ("**Terms**") govern your access to and use of Envision Nexus, including any Envision Nexus applications and websites (the "**Services**"), and any videos, information, text, graphics, photos or other materials uploaded, downloaded or appearing on the Services (collectively referred to as "**Content**"). Your access to and use of the Services is conditioned on your acceptance of and compliance with these Terms. By accessing or using the Services you agree to be bound by these Terms.

1. BASIC TERMS

You are responsible for your use of the Services, for any Content you provide for provision of the Services, and for any consequences thereof. The Content you submit, post, or display will be able to be viewed by other users of the Services and through third party services and websites. You should only provide Content that you are comfortable sharing with others under these Terms.

You may use the Services only if you can form a binding contract with and are not a person barred from receiving services under the laws of the United States or other applicable jurisdictions. If you are accepting these Terms and using the Services on behalf of a company, organization, government, or other legal entity, you represent and warrant that you are authorized to do so. You may use the Services only in compliance with these Terms and all applicable local, state, national, and international laws, rules and regulations.

The Services that Envision Nexus provides are always evolving and the form and nature of the Services that Envision Nexus provides may change from time to time without prior notice to you. In addition, Envision Nexus may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally and may not be able to provide you with prior notice. We also retain the right to create limits on use and storage at our sole discretion at any time without prior notice to you.

The Services may include web design and hosting, which may be targeted to the Content or information on the Services, queries made through the Services, or other information.

2. PRIVACY

Any information that you provide to Envision Nexus is subject to our privacy policy, which governs our collection and use of your information. You understand that through your use of the Services you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information to the United States and/or other countries for storage, processing and use by Envision Nexus. As part of providing you the Services, we may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Services and your Envision Nexus account, which you may not be able to opt-out from receiving.

3. PASSWORDS

You are responsible for safeguarding the password or credentials that you use to access the Services and for any activities or actions under your account. We encourage you to use "strong" passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your account and with other accounts that you may connect to your Envision Nexus account (such as Twitter or your email). Envision Nexus cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

4. WARRANTIES AND LIABILITY

We make every effort to ensure that our services are accurate and fit for the use of our customers. However, we take no responsibility whatsoever for the suitability of the services, and we provide no warranties as to the function or use of the service (we refer to a minor percentage chances of incompatibility). You agree to indemnify us against all liabilities, claims, demands, expenses, actions, costs, damages, or loss arising out of your breach of these terms and conditions. Furthermore, we shall not be liable to you or any party for consequential, indirect, special or exemplary damages including data loss, data breaches, data loss due to natural disasters, and website downtimes.

5. YOUR LICENSE TO USE THE SERVICES

Envision Nexus gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the services that is provided to you by Envision Nexus as part of the Services. This license is for the sole purpose of enabling you to use and enjoy the

benefit of the Services as provided by Envision Nexus, in the manner permitted by these Terms.

6. ENVISION NEXUS RIGHTS

All right, title, and interest in and to the Services (excluding Content provided by users-website designs) are and will remain the exclusive property of Envision Nexus and its licensors. The Services are protected by copyright, trademark, and other laws of both the United States and foreign countries. Envision Nexus reserves all rights not expressly granted in these Terms.

7. INVOICES AND PAYMENTS

All invoices must be paid by the date specified on the invoice. Failure or late payments will result in cancellation of the website design or website hosting without a refund of any previous payments. We are under no obligation to save any website or hosting data if the invoices are not paid on time. All Website Development deposits must be paid before the development team starts designing the website. If the invoice is not paid by the invoice due date, we reserve the right to terminate our engagement with you.

-Once the Website Development Deposit is paid, we will begin work on the website. The client must provide all website content (photos, text, etc.) within 30 days. Otherwise, we reserve the right to charge an additional fee or cancel the website design without refund. Once our initial design is complete, the client will have up to 2 months to request changes without an additional fee. Any changes requested after 2 months will be subject to additional charges or a cancellation of the website design without refund.

-The remainder of the website development costs beyond the Website Development Deposit must be paid before the source files are released or before hosting the website. We offer up to 1 month to deploy a completed website design to our hosting services. Any use in excess of our website hosting limits (outlined at <http://www.envisionnexus.com/hosting/>) will be subject to additional charges or cancellation without refund.

8. REFUNDS AND CHARGEBACKS

Once a service has been purchased by you, no right of cancellation or refund exists due to the electronic nature of our services. Any refunds shall be at our sole and absolute discretion. You agree that under no circumstances whatsoever shall you initiate any chargebacks via your payment provider. You agree that any payments made by you for any of our products are final and may not be charged back. We reserve the right to alter any of our prices from time to time.

9. CONDUCT

Envision Nexus reserves the right to cancel any website design or hosting if we deem the content inappropriate, violent, or distasteful and no refunds will be provided. We may not offer services that:

- Impersonates another person or entity in a manner that does or is intended to mislead, confuse, or deceive others;
- Violates the rights of a third party, including copyright, trademark, privacy, and publicity rights;
- Is a direct and specific threat of violence to others;
- Is pornographic or sexually explicit;
- Is furtherance of illegal activities; or
- Is harassing, abusive, or constitutes spam.

We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce the Terms, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of Envision Nexus, its users and the public. Envision Nexus does not disclose personally identifying information to third parties except in accordance with our privacy policy.

You may not do any of the following while accessing or using the Services: (i) access, tamper with, or use non-public areas of the Services, Envision Nexus's computer systems, or the technical delivery systems of Envision Nexus's providers; (ii) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures; (iii) access or search or attempt to access or search the Services by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by Envision Nexus (and only pursuant to those terms and conditions), unless you have been specifically allowed to do so in a separate agreement with Envision Nexus (NOTE: crawling the Services is permissible if done in accordance with the provisions of the robots.txt file, however, scraping the Services without the prior consent of Envision Nexus is expressly prohibited); (iv) forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Services to send altered, deceptive or false source identifying information; or (v) interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Services, or by scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Services.

10. COPYRIGHT POLICY

Envision Nexus respects the intellectual property rights of others and expects users of the Services to do the same. We will respond to notices of alleged copyright infringement that comply with applicable law and are properly provided to us. If you believe that your Content has been copied in a way that constitutes copyright infringement, please provide us with the following information: (i) a physical or electronic signature of the copyright owner or a person authorized to act on their behalf; (ii) identification of the copyrighted work claimed to have been infringed; (iii) 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 us to locate the material; (iv) your contact information, including your address, telephone number, and an email address; (v) a statement by you 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 copyright owner.

We reserve the right to remove Content alleged to be infringing without prior notice and at our sole discretion. In appropriate circumstances, Envision Nexus will also terminate a user's account if the user is determined to be a repeat infringer.

11. Ending These Terms

The Terms will continue to apply until terminated by either you or Envision Nexus as follows. You may end your legal agreement with Envision Nexus at any time for any reason by deactivating your accounts and discontinuing your use of the Services.

We may suspend or terminate your accounts or cease providing you with all or part of the Services at any time for any reason, including, but not limited to, if we reasonably believe: (i) you have violated these Terms, (ii) you create risk or possible legal exposure for us; or (iii) our provision of the Services to you is no longer commercially viable. We will make reasonable efforts to notify you by the email address associated with your account or through the Services the next time you attempt to access your account.

Nothing in this section shall affect Envision Nexus's rights to change, limit or stop the provision of the Services without prior notice.

12. DISCLAIMERS AND LIMITATIONS OF LIABILITY

Please read this section carefully since it limits the liability of Envision Nexus and its parents, subsidiaries, affiliates, related companies, officers, directors, employees, agents, representatives, partners, and licensors (collectively, the "**Envision Nexus Entities**").

Each of the subsections below only applies up to the maximum extent permitted under applicable law.

Some jurisdictions do not allow the disclaimer of implied warranties or the limitation of liability in contracts, and as a result the contents of this section may not apply to you.

Nothing in this section is intended to limit any rights you may have which may not be lawfully limited.

A. The Services are Available "AS-IS"

Your access to and use of the Services or any Content is at your own risk. You understand and agree that the Services is provided to you on an "AS IS" and "AS AVAILABLE" basis. Without limiting the foregoing, ENVISION NEXUS ENTITIES DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

Envision Nexus Entities make no warranty and disclaim all responsibility and liability for: (i) the completeness, accuracy, availability, timeliness, security or reliability of the Services or any Content; (ii) any harm to your computer system, loss of data, or other harm that results from your access to or use of the Services, or any Content; (iii) the deletion of, or the failure to store or to transmit, any Content and other communications maintained by the Services; (iv) whether the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from Envision Nexus Entities or through the Services, will create any warranty not expressly made herein.

B. Links

The Services may contain links to third-party websites or resources. You acknowledge and agree that we are not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by Envision Nexus Entities of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

C. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ENVISION NEXUS ENTITIES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (i) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (ii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (iii) ANY CONTENT OBTAINED FROM THE SERVICES; OR (iv) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT.

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE ENVISION NEXUS ENTITIES EXCEED THE GREATER OF ONE HUNDRED U.S. DOLLARS (U.S. \$100.00) OR THE AMOUNT YOU PAID ENVISION NEXUS, IF ANY, IN THE PAST SIX MONTHS FOR THE SERVICES GIVING RISE TO THE CLAIM.

THE LIMITATIONS OF THIS SUBSECTION SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT THE ENVISION NEXUS ENTITIES HAVE BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

12. GENERAL TERMS

A. WAIVER AND SEVERABILITY

The failure of Envision Nexus to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. In the event that any provision of these Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect.

B. Controlling Law and Jurisdiction

These Terms and any action related thereto will be governed by the laws of the State of Michigan without regard to or application of its conflict of law provisions or your state or country of residence. All claims, legal proceedings or litigation arising in connection with the Services will be brought solely in the federal or state courts located in Macomb County, Michigan, United States, and you consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum.

If you are a federal, state, or local government entity in the United States using the Services in your official capacity and legally unable to accept the controlling law, jurisdiction or venue clauses above, then those clauses do not apply to you. For such U.S. federal government entities, these Terms and any action related thereto will be governed by the laws of the United States of America (without reference to conflict of laws) and, in the absence of federal law and to the extent permitted under federal law, the laws of the State of Michigan (excluding choice of law).

C. Entire Agreement

These Terms, our terms of services and our privacy policy are the entire and exclusive agreement between Envision Nexus and you regarding the Services (excluding any services for which you have a separate agreement with Envision Nexus that is explicitly in addition or in place of these Terms), and these Terms supersede and replace any prior agreements between Envision Nexus and you regarding the Services.

We may revise these Terms from time to time, the most current version will always be at <https://www.envisionnexus.com/privacy-policy/> . If the revision, in our sole discretion, is material we will notify you via email to the email associated with your account or through the Services. If you do not wish to be bound by any such revisions to the Terms, you must end these Terms with us as set forth in Section 10 above. By continuing to access or use the Services after those revisions become effective, you agree to be bound by the revised Terms.

