



VisionLink Platform Terms of Use

Last Modified: August 26, 2024

1. Acceptance of the Terms of Use

These VisionLink Platform Terms of Use, together with any documents or other terms and conditions or agreements expressly incorporated by reference (collectively, the “Terms of Use”), constitute a legally binding agreement between you, or any company you represent (collectively, “You,” “you,” or “User”), and VisionLink Digital, Inc. (“VisionLink”). The Terms of Use govern all User access to and use of <https://pro.visionlink.co>, <https://direct.visionlink.co>, <https://rewards.visionlink.co>, and any other VisionLink website or client portal (collectively, the “Websites”), any VisionLink mobile or desktop apps (the “Apps”), and any content, functionality, technology solutions and services offered on or through the Websites or Apps (collectively, the “Services”). The Website, Apps and Services are collectively referred to as the “VisionLink Platform”.

Please read the Terms of Use carefully before you start to use the VisionLink Platform. **By downloading, installing, or using the VisionLink Platform, or by clicking to accept or agree to the VisionLink Platform Terms of Use when this option is made available to you, you accept and agree to be bound and abide by the VisionLink Platform Terms of Use and the VisionLink Privacy Policy, found at <https://pro.visionlink.co/site/privacy-policy.pdf> and incorporated herein by reference. If you do not want to agree to the VisionLink Platform Terms of Use or the Privacy Policy, you must not access or use the VisionLink Platform.**

This VisionLink Platform is offered and available to users who are 18 years of age or older. By using the VisionLink Platform, you represent and warrant that you are of legal age to form a binding contract with VisionLink and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the VisionLink Platform.

2. Changes to the Terms of Use

VisionLink Digital may revise and update the Terms of Use from time to time in its sole discretion. All changes are effective immediately when VisionLink Digital posts them and apply to all access to and use of the VisionLink Platform thereafter. However, any changes to the dispute resolution provisions set forth in the Governing Law and Jurisdiction section will not apply to any disputes for which the parties have actual notice on or prior to the date the change is posted on the VisionLink Platform.

Your continued use of the VisionLink Platform following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page frequently, so you are aware of any changes, as they are binding on you.

3. Accessing the VisionLink Platform and Account Security

VisionLink Digital reserves the right to withdraw or amend the VisionLink Platform, and any service or material provided on the VisionLink Platform, in VisionLink’s sole discretion without notice. VisionLink will not be liable if for any reason all or any part of the VisionLink Platform is unavailable at any time or for any period. From time to time, VisionLink Digital

may restrict access to some parts of the VisionLink Platform, or the entire VisionLink Platform, to users, including registered users.

You are responsible for:

- Making all arrangements necessary for you to have access to the VisionLink Platform.
- Ensuring that all persons who access the VisionLink Platform through your internet connection are aware of the Terms of Use and comply with them.

To access the VisionLink Platform or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the VisionLink Platform that all the information you provide on the VisionLink Platform is correct, current and complete. You agree that all information you provide to register with this VisionLink Platform, post on the VisionLink Platform, or otherwise, including but not limited to through the use of any interactive features on the VisionLink Platform, is governed by the VisionLink Privacy Policy, and you consent to all actions VisionLink takes with respect to your information consistent with the Privacy Policy.

If you choose, or are provided with, a user name, password or any other piece of information as part of VisionLink Digital security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this VisionLink Platform or portions of it using your username, password or other security information. You will be responsible for all activities that occur under that password. You agree to notify VisionLink Digital immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

You also represent and warrant that: (i) you will not select or utilize a user name of another person with intent to impersonate that person; (ii) you will not select or utilize a user name in which another person has rights, if you do not have that person's authorization to use such name; and (iii) you will not select or utilize a user name that VisionLink Digital in its sole discretion deems offensive.

VisionLink Digital has the right to disable any user name, password or other identifier, whether chosen by you or provided by VisionLink Digital, at any time in its sole discretion for any or no reason, including if, in VisionLink Digital's opinion, you have violated any provision of the Terms of Use.

4. License and Site Access and Use

By accessing or using the VisionLink Platform, either directly or through a provider, such as, without limitation, The VisionLink Advisory Group, Inc., you receive a temporary limited, non-exclusive, non-assignable and non-transferable license to use the VisionLink Platform for your personal and internal business purposes only, and solely on terms consistent with the Terms of Use, including, without limitation, the mathematical equations, tracking system and related computations provided in the VisionLink Platform, and any incorporated agreements or restrictions of access, use and related limitations. Any

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Any unauthorized use of or access to the VisionLink Platform is prohibited and will terminate any permission or license granted herein to use the VisionLink Platform and may violate copyright, trademark and other laws.

5. Intellectual Property Rights

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6. Trademarks

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7. Prohibited Uses

You may use the VisionLink Platform only for lawful purposes and in accordance with the Terms of Use. In addition to the other restrictions set forth in the Terms of Use, you agree not to use the VisionLink Platform:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).

- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with the Content Standards set out in these Terms of Use.
- To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail”, “chain letter” or “spam” or any other similar solicitation.
- To impersonate or attempt to impersonate VisionLink Digital, a VisionLink Digital employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the VisionLink Platform, or which, as determined by VisionLink Digital, may harm VisionLink Digital or users of the VisionLink Platform or expose them to liability.

Additionally, you agree not to:

- Use the VisionLink Platform in any manner that could disable, overburden, damage, or impair the site or interfere with any other party’s use of the VisionLink Platform, including their ability to engage in real time activities through the VisionLink Platform.
- Use any robot, spider or other automatic device, process or means to access the VisionLink Platform for any purpose, including monitoring or copying any of the material on the VisionLink Platform.
- Use any manual process to monitor or copy any of the material on the VisionLink Platform or for any other unauthorized purpose without VisionLink Digital’s prior written consent.
- Use any device, software or routine that interferes with the proper working of the VisionLink Platform.
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the VisionLink Platform, the server on which the VisionLink Platform is stored, or any server, computer or database connected to the VisionLink Platform.
- Attack the VisionLink Platform via a denial-of-service attack or a distributed denial-of-service attack.
- Use your access to the VisionLink Platform for any commercial redistribution purpose without prior written permission from VisionLink Digital.
- Republish and/or disseminate information found or created in the VisionLink Platform without first obtaining written permission from VisionLink Digital.

- Otherwise attempt to interfere with the proper working of the VisionLink Platform.

8. User Contributions and User Data

The VisionLink Platform may contain certain areas and other interactive features (collectively, "Interactive Services") that allow users to post, submit, publish, display or transmit to other users or other persons (hereinafter, "post") content or materials (collectively, "User Contributions") on or through the VisionLink Platform. For clarification, User Contributions do not include any employee data or personally identifiable information input by users into the calculators or other mathematical equations included on the VisionLink Platform ("User Data"). You agree not to enter into the VisionLink Platform any social security numbers or any other form of government issued identification to create or track employee compensation plans in the VisionLink Platform.

All User Contributions must comply with the Content Standards set out in the Terms of Use.

By creating and storing or posting your User Contributions to the VisionLink Platform, or inputting User Data, you automatically grant, and you represent and warrant that you have the right to grant, to VisionLink Digital an irrevocable, perpetual, royalty-free, non-exclusive, fully paid, sublicenseable (through multiple tiers) worldwide right (including any moral rights) and license to store, and back up, such User Contributions and User Data. By providing any User Contribution and inputting user Data on the VisionLink Platform, you also grant VisionLink Digital and its affiliates and service providers, and each of their and VisionLink Digital's respective licensees, successors and assigns the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material for any purpose, including the right to query for samples of data and statistics. Notwithstanding the above, all User Data will only be reproduced, displayed, distributed and otherwise disclosed to third parties in an aggregated and anonymized manner as set forth in the Privacy Policy.

You further represent and warrant that:

- You own or control all rights in and to the User Contributions and User Data and have the right to grant the license granted above to VisionLink Digital and VisionLink Digital's affiliates and service providers, and each of their and VisionLink Digital's respective licensees, successors and assigns.
- All of your User Contributions and User Data are truthful, accurate, appropriate and comply with applicable law.
- All of your User Contributions and User Data do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any User Contributions and User Data you submit or contribute, and you, not VisionLink Digital, has full responsibility for such content, including its legality, reliability, accuracy and appropriateness.

VisionLink Digital is not responsible, or liable to any third party, for the content or accuracy of any User Contributions or User Data posted by you or any other user of the VisionLink Platform.

9. Monitoring and Enforcement: Termination

VisionLink Digital has the right to:

- Remove or refuse to post any User Contributions for any or no reason in its sole discretion. VisionLink Digital may add, change, discontinue, remove, edit or suspend such User Contributions at any time for any reason without notice to you, without your permission, and without liability.
- Take any action with respect to any User Contribution that VisionLink Digital deems necessary or appropriate in VisionLink Digital's sole discretion, including if VisionLink Digital believes that such User Contribution violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the VisionLink Platform or the public or could create liability for VisionLink Digital.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the VisionLink Platform.
- Terminate or suspend your access to all or part of the VisionLink Platform for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, VisionLink Digital has the right to fully cooperate with any law enforcement authorities or court order requesting or directing VisionLink Digital to disclose the identity or other information of anyone posting any materials on or through the VisionLink Platform. YOU WAIVE AND HOLD HARMLESS VISIONLINK DIGITAL AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, VisionLink Digital cannot and does not undertake to review all material before it is posted on the VisionLink Platform and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, VisionLink Digital assumes no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. VisionLink Digital has no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

10. Content Standards

These content standards (the "Content Standards") apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.

- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and the VisionLink Privacy Policy.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote or assist any unlawful act.
- Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person.
- Impersonate any person or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising.
- Give the impression that they emanate from or are endorsed by VisionLink Digital or any other person or entity if this is not the case.

11. Copyright Infringement

If you believe that any User Contributions violate your copyright, please see VisionLink Digital's Copyright Policy set forth below for instructions on sending VisionLink Digital a notice of copyright infringement. It is the policy of VisionLink Digital to terminate the user accounts of repeat infringers.

12. NO RELIANCE ON INFORMATION POSTED

The information presented on or through the VisionLink Platform is made available solely for general information purposes. VisionLink Digital does not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. VisionLink Digital disclaims all liability and responsibility arising from any reliance placed on such materials by You or any other visitor to the VisionLink Platform, or by anyone who may be informed of any of its contents.

For Users who are compensation plan or program sponsors, the VisionLink Platform provides You with one of many tools to develop, plan and track the components of your compensation program(s) based on the information you provide and is not guaranteed to be accurate, correct, complete or in compliance with the law. You must confirm any plan with the appropriate laws of your jurisdiction, and it is urged that you confirm any plan you design with your legal counsel and tax advisor. Your plan should be reviewed for mathematical correctness, legal and tax compliance and confirmed independently.

In addition, VisionLink does not guarantee to any User that any information provided by a compensation plan or program sponsor is accurate, correct, complete or in compliance with applicable law. Further, any individual employee or participant information presented in the VisionLink Platform is not any indication or assurance of future commitments or compensation. Neither are they a guarantee of ongoing employment. Any projections of future possible pay amounts are strictly for illustration purposes.

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The VisionLink Platform may contain information, content and tools or services for individual compensation plan and program participant users, as well as for the employers and organizations that sponsor the compensation plan and programs included on the VisionLink Platform. It is not intended to be used to prepare information for third parties.

13. Third Party Materials.

The VisionLink Platform may display, include or make available third-party content (including data, information, applications and other products services and/or materials) or provide links to third-party websites or services, including through third-party advertising (“Third Party Materials”). You acknowledge and agree that VisionLink Digital is not responsible for Third Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. VisionLink Digital does not assume and will not have any liability or responsibility to you or any other person or entity for any Third Party Materials. Third Party Materials and links thereto are provided solely as a convenience to you, and you access and use them at entirely your own risk and subject to such third party’s terms and conditions.

14. Changes to the VisionLink Platform

VisionLink Digital may update the content on the VisionLink Platform from time to time, but its content is not necessarily complete or up to date. Any of the material on the VisionLink Platform may be out of date at any given time, and VisionLink Digital is under no obligation to update such material.

15. Information About You and Your Visits to the VisionLink Platform

All information VisionLink Digital collects on the VisionLink Platform is subject to the VisionLink Privacy Policy. By using the VisionLink Platform, you consent to all actions taken by VisionLink Digital with respect to your information in compliance with the Privacy Policy.

16. Linking to the VisionLink Platform and Social Media Features

You may not use, frame, or use framing techniques to enclose, any VisionLink Digital trademark, logo or other proprietary information (including the images found on the

VisionLink Platform, the content of any text or the layout/design of any web page or form contained on a web page) without VisionLink Digital's express written consent. Further, you may not use any metatags or any other "hidden text" utilizing a VisionLink Digital name, trademark, or product name without VisionLink Digital's express written consent. If you would like to link to the VisionLink Platform, please contact platformsupport@visionlink.co with your written request. If you are approved, VisionLink Digital will provide you with instructions for the link requirements.

The VisionLink Platform may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on the VisionLink Platform.
- Send e-mails or other communications with certain content, or links to certain content, on the VisionLink Platform.
- Cause limited portions of content on the VisionLink Platform to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by VisionLink Digital, and solely with respect to the content they are displayed with and otherwise in accordance with any additional terms and conditions VisionLink Digital provides with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the VisionLink Platform or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site.
- Link to any part of the VisionLink Platform other than the Website homepage.
- Otherwise take any action with respect to the materials on the VisionLink Platform that is inconsistent with any other provision of these Terms of Use.

The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in these Terms of Use.

You agree to cooperate with VisionLink Digital in causing any unauthorized framing or linking immediately to cease. VisionLink Digital reserves the right to withdraw linking permission without notice.

VisionLink Digital may disable all or any social media features and any links at any time without notice in VisionLink Digital's discretion.

17. Links from the VisionLink Platform

If the VisionLink Platform contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. VisionLink Digital has no control over the contents of those sites or resources and accepts no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this VisionLink Platform, you

do so entirely at your own risk and subject to the terms and conditions of use for such websites.

18. Disclaimer of Warranties

You understand that VisionLink Digital cannot and does not guarantee or warrant that files available for downloading from the internet or the VisionLink Platform will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to the VisionLink Platform for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, VISIONLINK DIGITAL WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE VISIONLINK PLATFORM, INCLUDING ANY SOFTWARE, SERVICES, GOODS OR OTHER ITEMS OBTAINED THROUGH THE VISIONLINK PLATFORM OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

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19. Limitation on Liability

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IF YOU ARE DISSATISFIED WITH THE VISIONLINK PLATFORM, YOU DO NOT AGREE WITH ANY PART OF THE TERMS OF USE, OR HAVE ANY OTHER DISPUTE OR CLAIM WITH OR AGAINST VISIONLINK DIGITAL, ANY THIRD-PARTY PROVIDER OR ANY USER OF THE VISIONLINK PLATFORM, WITH RESPECT TO THESE TERMS OF USE, OR THE VISIONLINK PLATFORM, THEN YOUR SOLE AND EXCLUSIVE REMEDY AGAINST VISIONLINK DIGITAL IS TO DISCONTINUE USING THE VISIONLINK PLATFORM.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

20. Indemnification

You agree to defend, indemnify and hold harmless VisionLink Digital, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the VisionLink Platform, including, but not limited to, your User

Contributions, any use of the VisionLink Platform's content, services and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the VisionLink Platform.

21. Governing Law and Jurisdiction

All matters relating to the VisionLink Platform and the Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Utah without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the VisionLink Platform shall be instituted exclusively in the federal courts of the United States or the courts of the State of Utah in each case located in Salt Lake County, although VisionLink retains the right to bring any suit, action or proceeding against you for breach of these Terms of Use in your state or country of residence or any other relevant location. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

22. Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE VISIONLINK PLATFORM MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

23. Waiver and Severability

No waiver by VisionLink Digital of any term or condition set forth in the Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of VisionLink Digital to assert a right or provision under the Terms of Use shall not constitute a waiver of such right or provision.

If any provision of the Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

24. Entire Agreement

The Terms of Use, Privacy Policy, and any other documents referenced in the Terms of Use, and any services agreement or license terms between the parties, constitute the sole and entire agreement between you and VisionLink Digital with respect to the VisionLink Platform and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the VisionLink Platform.

25. Your Comments and Concerns

The VisionLink Platform is operated by VisionLink Digital, Inc., located at 3855 S Sweet Escape Dr, Washington, UT 84780.

All notices of copyright infringement claims should be sent to the copyright agent designated in VisionLink Digital's Copyright Policy as set forth below in the manner and by the means set forth therein. All other feedback, comments, requests for technical support and other communications relating to the VisionLink Platform should be directed to: platformsupport@visionlink.co.

Copyright Policy

REPORTING CLAIMS OF COPYRIGHT INFRINGEMENT

VisionLink Digital takes claims of copyright infringement seriously. VisionLink Digital will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from the VisionLink Platform infringe your copyright, you may request removal of those materials (or access to them) from the VisionLink Platform by submitting written notification to VisionLink Digital's copyright agent designated below. In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) ("DMCA"), the written notice (the "DMCA Notice") must include substantially the following:

- Your physical or electronic signature.
- Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the VisionLink Platform, a representative list of such works.
- Identification of the material you believe to be infringing in a sufficiently precise manner to allow VisionLink Digital to locate that material.
- Adequate information by which VisionLink Digital can contact you (including your name, postal address, telephone number, and, if available, email address).
- A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the written notice is accurate.
- A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

VisionLink Digital's designated copyright agent to receive DMCA Notices is:

NAME: Tom Miller
VisionLink Digital, Inc.
ADDRESS: 23201 Lake Center Drive, Suite 207, Lake Forest, CA 92630
EMAIL: vwatson@visionlink.co
PHONE: 949-852-2288

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective.

Please be aware that if you knowingly materially misrepresent that material or activity on the VisionLink Platform is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

COUNTER-NOTIFICATION PROCEDURES

If you believe that material you posted on the VisionLink Platform was removed or access to it was disabled by mistake or misidentification, you may file a counter-notification with VisionLink (a "Counter-Notice") by submitting written notification to VisionLink Digital's

copyright agent designated above. Pursuant to the DMCA, the Counter-Notice must include substantially the following:

- Your physical or electronic signature.
- An identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access disabled.
- Adequate information by which VisionLink Digital can contact you (including your name, postal address, telephone number, and, if available, email address).
- A statement under penalty of perjury by you that you have a good faith belief that the material identified above was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled.
- A statement that you will consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or if you reside outside the United States for any judicial district in which the VisionLink Platform may be found) and that you will accept service from the person (or an agent of that person) who provided the VisionLink Platform with the complaint at issue.

The DMCA allows VisionLink Digital to restore the removed content if the party filing the original DMCA Notice does not file a court action against you within ten business days of receiving the copy of your Counter-Notice.

Please be aware that if you knowingly materially misrepresent that material or activity on the VisionLink Platform was removed or disabled by mistake or misidentification, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

REPEAT INFRINGERS

It is VisionLink Digital's policy in appropriate circumstances to disable and/or terminate the accounts of users who are repeat infringers.