

TERMS OF SERVICE VATOM CORPORATION

LAST UPDATED: [04/24/2020]

THESE TERMS OF SERVICE AFFECT YOUR LEGAL RIGHTS, SO PLEASE READ THEM CAREFULLY. IN PARTICULAR, SECTION 21 OF THESE TERMS CONTAINS A MANDATORY ARBITRATION PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS AND LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF CERTAIN DISPUTES.

Vatom Corporation, a Delaware corporation (together with its affiliates, "**Vatom Corp**," "**we**," or "**us**") maintains a developer platform (the "**Platform**") that enables developers and End Users (as defined below) to create and interact with digital goods called "**vAtoms**" (each a "**vAtom**") on the Platform made available by third parties. The Platform, websites, all apps or other online services or related materials provided by Vatom Corp are herein collectively referred to as the "**Services**". The Terms of Service (these "**Terms**") govern the use of the Services.

By creating an account on the Platform ("**Account**") or by using the Services you agree to be bound by these Terms and all other Vatom Corp terms, policies and guidelines applicable to your use. If you are an individual representing an entity, you acknowledge that you have the appropriate authority to accept these Terms on behalf of such entity, and in which case the terms "**you**" "**your**" and "**User**" in these Terms shall apply to such entity.

1. Overview of Our Services

(a) Our Services enable users to store, distribute and manage vAtoms made available by third parties or Vatom Corp. We are not responsible for the terms of sale or use associated with any vAtoms made available by third parties. Our technology provides a platform that enables you to store, distribute and manage vAtoms either through websites and apps of Vatom Corp or through websites, apps or other online services of third parties that have integrated Platform technology (collectively, the "**Integrated Services**").

(b) Our Services are designed to allow you to own vAtoms without restrictions on sale or other transfer. If you acquire a vAtom from a third party with these kinds of restrictions, you should attempt to resolve the issue by contacting the provider of the vAtom.

2. Use of the Services

(a) Prohibitions. You may not use the Services to:

- Introduce any viruses, worms, defects, Trojan horses, malware, or any items of a destructive nature to the Services;
- Interfere with or disrupt the Services or the servers and networks providing the Services;
- Reverse engineer or attempt to extract the source code from the Services, except to the extent that this restriction is expressly prohibited by applicable law, and then in such case, the information derived will be maintained in strict confidence;
- Use the Services for any activities where the use or failure of the Services could lead to death, personal injury, or environmental damage (such as the operation of nuclear facilities, air traffic control, or life support systems);

- Use the Services to process or store any data that is subject to the International Traffic in Arms Regulations maintained by the U.S. Department of State or the Health Insurance Portability and Accountability Act (HIPAA);
- Remove, obscure, or alter any Vatom Corp terms of service or any links to or notices of those terms;
- Develop any objects, applications or services in violation of the content guidelines.

(b) Security. You will maintain the security of the Services and will not make available to a third party, any token, key, password or other login credentials to the Services. You will use industry standard security measures to prevent unauthorized access or use of any of the features and functionality of the Services. You will immediately notify Vatom Corp and cooperate with investigations, assist with any required notices, and provide any information reasonably requested by Vatom Corp if you know of or suspects any breach of security or potential vulnerability related to the Services and will promptly remedy such breach or potential vulnerability resulting from your access to the Services.

3. Privacy Policy

Please refer to our Privacy Policy for information about how we collect, use and disclose information about you.

4. Eligibility

You represent and warrant that you (a) are 18 years of age or older, (b) have not been previously suspended or removed from the Services, and (c) have full power and authority to enter into these Terms and that in so doing, will not violate any other agreement to which you are a party.

5. Registration and Account

In order to use certain areas or features of the Services, you will need to register for an Account. When registering for an Account, you cannot create an Account name that incorporates a trademark without authorization from the trademark owner. We reserve the right to reclaim Account names on behalf of any business or individual that holds legal claim, including trademark rights, in those names. In connection with your creation of any Account, you will (a) provide accurate, current and complete Account information, (b) maintain and promptly update your Account information as necessary, (c) maintain the security of your password, (d) be solely responsible for all access and use of the Services via your Account, including unauthorized access, and (e) immediately notify us if you discover or otherwise suspect any unauthorized activities in connection with your Account or the Services.

6. Right to Use The Services

(a) Unless otherwise indicated, the Services, including all text, videos, images, data, software, or other files, content and materials contained on the Services, are the proprietary property of Vatom Corp or our licensors and may be protected by U.S. and international copyright, patent, trademark and other laws.

(b) Subject to these Terms, Vatom Corp grants you a limited, revocable, non-exclusive, non-transferable, non-sublicensable right to access and use the Services for your own use. You will not: (i) permit any third party to access the Services via your Account; (ii) remove or alter any copyright, trademark, service mark or other proprietary notices on the Services; (iii), modify, copy, distribute, create derivative works of,

publicly perform, publicly display, sell, timeshare, rent or lease the Services, in whole or in part; or (iv) otherwise use the Services other than for their intended purposes.

(c) Except as specified in these Terms, nothing in these Terms shall be construed as conferring any right or license to any patent, trademark, copyright or other proprietary rights of Vatom Corp or any third party, whether by estoppel, implication or otherwise.

7. Third-Party Content and Integrated Services

Our Services may display or link to third-party content, advertisements, links, promotions, logos and other materials (collectively, "**Third-Party Content**"). We do not control, endorse, or sponsor any Third-Party Content or Integrated Services or the third parties responsible for or referenced on the Third-Party Content or Integrated Services. We make no representations or warranties of any kind regarding Third-Party Content or any Integrated Services. Your interactions with Third-Party Content or any Integrated Services, and any third party that provides Third-Party Content or any Integrated Services, are solely between you and such third parties, and Vatom Corp is not party to and has no responsibility or liability with respect to any Third-Party Content or Integrated Services, including with respect to any communications, transactions, interactions, disputes or any relations whatsoever between you and any other user of our Services.

8. Trademarks

"Vatom Corp" "vAtom," the Vatom Corp logo, any other Vatom Corp service names, logos or slogans that may appear on the Services, and the look and feel of the Services, including all page headers, custom graphics, button icons and scripts, are trademarks, service marks or trade dress of Vatom Corp and our licensors, and may not be copied, imitated or used, in whole or in part, without our or the applicable trademark holder's prior written permission. You may not use any metatags or other "hidden text" utilizing "Vatom Corp" or any other name, trademark or product or service name of Vatom Corp without our prior written permission.

9. Hyperlinks

We grant you a limited, nonexclusive, nontransferable, revocable right to create a text hyperlink to our Services, provided that such link does not portray Vatom Corp or our Services in a false, misleading, derogatory or otherwise defamatory manner, and that the linking site does not contain any adult or illegal material or any material that is offensive, harassing or otherwise objectionable. You may not use a Vatom Corp logo, trademark or other proprietary graphic of Vatom Corp to link to the Services without our express written permission. Further, you may not use, frame or utilize framing techniques to enclose any Vatom Corp trademark, logo or other proprietary information, including the images found on the Services, the content of any text or the layout or design of any page, or form contained on a page, on the Services without our express written consent.

10. User Conduct

You (a) will comply with all applicable laws in connection with your access and use of the Services, and (b) are solely responsible for your conduct while accessing or using the Services. You will not:

- Engage in conduct that is harassing, threatening, intimidating, predatory, or stalking, or that we otherwise deem objectionable;

- Use or attempt to use another user’s Account without authorization from such user;
- Use the Services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Services or that could damage, disable, overburden or impair the functioning of the Services in any manner;
- Reverse engineer any aspect of the Services or attempt to discover source code of the Services;
- Violate, infringe or misappropriate any intellectual property or other third-party right;
- Attempt to bypass or circumvent measures employed to prevent or limit access to any content, area or functionality of the Services;
- Develop any third-party applications that interact with the Services without our prior written consent;
- Use any robot, spider, crawler, scraper, script, browser extension, offline reader or other automated means or interface not authorized by us to access the Services, extract data or otherwise interfere with or modify the rendering of Services pages or functionality;
- Bypass or ignore instructions contained in our robots.txt file that controls all automated access to the Services; or
- Use the Services to engage in or promote any activity that violates these Terms.

11. User Content

(a) The Services may include interactive features and areas that allow users to create, post, upload, share or store content, including, but not limited to, reviews, photos, videos, music, sound, text, graphics, code, items or other information and materials (collectively, “**User Content**”).

(b) You are solely responsible for any of your User Content and for your use of any interactive features and areas of the Services, and you represent and warrant that (i) you own all intellectual property rights (or have obtained all necessary permissions) to provide your User Content and to grant the licenses set forth herein; (ii) your User Content will not violate any third-party agreements or confidentiality obligations; and (iii) your User Content will not violate, infringe or misappropriate any intellectual property right or other proprietary right, including the right of publicity or privacy, of any person or entity.

(c) You will ensure that you do not provide User Content that:

- is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable;
- would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party or otherwise create liability or violate any local, state, national or international law;
- contains or depicts any statements, remarks or claims that do not reflect your honest views and experiences;

- impersonates, or misrepresents your affiliation with, any person or entity;
- references or depicts Vatom Corp or our Services but fails to disclose a material connection to us, if you have one;
- contains any unsolicited promotions, political campaigning, advertising or solicitations;
- contains any viruses, corrupted data or other harmful, disruptive or destructive files or content;
or
- in our sole judgment, is objectionable or that restricts or inhibits any other person from using or enjoying the Services or products, or that may expose Vatom Corp or others to any harm or liability of any type.

(d) We are not responsible or liable for any User Content. Although we have no obligation to screen, edit or monitor User Content, we reserve the right, and have absolute discretion, to remove, screen or edit User Content posted or stored on the Services at any time and for any reason, and you are solely responsible for creating backup copies of and replacing any User Content you post or store on the Services at your sole cost and expense. We also reserve the right, but have no obligation, to monitor interactions between you and other users via our Services.

12. Rights in User Content

You grant Vatom Corp a non-exclusive, royalty-free, worldwide, perpetual, irrevocable, transferable and fully sublicenseable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, publicly perform and publicly display your User Content on the Services, our other online services, on third-party sites and online services, and in all other media or formats, whether now known or hereafter developed, for any purpose.

13. End User Data.

(a) "**End User Data**" means any and all technical information, personally identifiable information, device usage information, or other information derived from access to or use of any of the Services that relates to any users of your digital objects, applications or services based on the Services (such users "**End Users**"). You agree that you are solely responsible for obtaining all required consents and/or other lawful bases for processing from End Users in connection with any use the Services, which consents will be compliant with all applicable data protection legislation and other privacy laws, rules, and regulations. Without limiting the foregoing, before collecting any personally identifiable information from End Users, you must provide adequate and accurate notice of what information you collect and how it will be used and/or shared and obtain any necessary consents and/or other lawful bases for processing. You will solely be responsible for compliance with all applicable privacy laws and regulations (including those applying to personally identifiable information and the General Data Protection Regulation, as applicable) in connection with your processing, access and use of the Services, including but not limited to (i) ensuring that End User Data is lawfully processed, (ii) the provision and exercise of individual rights under applicable privacy laws, and (iii) matters relating to a request from and other interactions with a supervisory authority. You will provide and adhere to a privacy policy for your End Users that: (i) complies with all applicable laws, rules, and regulations, (ii) is conspicuously displayed to all end users and is publicly available and easily accessible, and (iii) clearly and accurately describes to End Users what data and user information you collect and how you use and share such information

(including for advertising), including with Vatom Corp and third parties. You must comply with your privacy policy and it must not modify, supersede, or be inconsistent with these Terms or the Vatom Corp Privacy Policy. If an End User requests of you or Vatom Corp to have their End User Data removed or deleted you agree to promptly honor such request and to remove or delete such End User Data from your servers and other assets, including back-ups, to the extent reasonably possible, or to anonymize the End User Data so it cannot be tied back to a user's identity. You are solely responsible for your access, use, and processing, and disclosure (to service providers only as permitted below) of End User Data and, to the extent your processing of End User Data is subject to European data protection laws, you will act as and be considered the sole data controller with respect to your processing of End User Data.

(b) You will use all reasonable efforts to protect your collected End User Data, including without limitation any personally identifiable information, from unauthorized access or use in accordance with all applicable laws. In the event your systems or infrastructure that are used for storage, processing or hosting End User Data are breached or compromised, or if End User Data is inadvertently exposed to non-authorized third parties, you shall notify Vatom Corp immediately of such a breach or exposure and provide all available information, including root cause analysis, remediation steps and compensating controls to ensure such a breach does not occur in the future. You are responsible for providing End Users with notification under the state breach notification statutes or laws globally and any other applicable privacy laws and you will bear the costs incurred by you and Vatom Corp resulting from your breach or exposure.

14. Feedback

You may submit questions, comments, suggestions, ideas, original or creative materials or other information about Vatom Corp or the Services to us (collectively, "**Feedback**"). Feedback is non-confidential and shall become the sole property of Vatom Corp. Vatom Corp shall own exclusive rights, including, without limitation, all intellectual property rights, in and to such Feedback and shall be entitled to the unrestricted use and dissemination of this Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

15. DMCA Notices.

We provide information to help copyright holders manage their intellectual property online, but we can't determine whether something is being used legally or not without their input. We respond to notices of alleged copyright infringement and terminate accounts of repeat infringers according to the process set out in the U.S. Digital Millennium Copyright Act. If you think somebody is violating your copyrights and want to notify us, email us at info@vatominc.com.

16. Indemnification

(a) To the fullest extent permitted by applicable law, you will indemnify and hold harmless Vatom Corp and our respective employees, officers, directors, equity holders, parent companies, subsidiaries, and affiliates (collectively, the "**Vatom Corp Parties**") from and against all claims of any kind, whether in tort, contract or otherwise, and all damages, costs and expenses (including attorneys' fees) that arise from or relate to: (i) your use of our Services, including any of your User Content; (ii) any Feedback you provide; or (iii) your violation of these Terms.

(b) This indemnity obligation includes paying for Vatom Corp's attorneys' fees and other costs of investigating and defending Claims, and the costs of enforcing the indemnity obligation.

(c) This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and Vatom Corp.

17. Disclaimers

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED AND WE EXPRESSLY DISCLAIM ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (WHETHER OR NOT VATOM CORP KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED OR IS OTHERWISE AWARE OF ANY SUCH PURPOSE), TITLE AND NON-INFRINGEMENT. WE DO NOT REPRESENT OR WARRANT THAT THE SERVICES OR THE DIGITAL GOODS ARE ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE, MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN THE SERVICES WILL BE CORRECTED. WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT THE SERVICES OR DIGITAL GOODS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. NO ORAL OR WRITTEN INFORMATION, GUIDELINES OR ADVICE GIVEN BY VATOM CORP OR OUR AUTHORIZED REPRESENTATIVE WILL CREATE A WARRANTY. SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED TERMS IN CONTRACTS WITH CONSUMERS, SO SOME OR ALL OF THE DISCLAIMERS IN THIS SECTION MAY NOT APPLY TO YOU.

18. Limitation of Liability; Release

(A) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (I) IN NO EVENT SHALL VATOM CORP OR ANY OF THE VATOM CORP PARTIES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, LOSS OR DIMINUTION IN VALUE OF ASSETS OR SECURITIES, OR DAMAGES FOR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THE ACCESS OR USE OF THE SERVICES OR OTHERWISE RELATED TO THESE TERMS (INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY ANY USER ON ANY INFORMATION OBTAINED FROM VATOM CORP, OR FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETIONS OF FILES OR EMAILS, ERRORS, DEFECTS, BUGS, VIRUSES, TROJAN HORSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO VATOM CORP'S RECORDS, PROGRAMS OR SYSTEMS), REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), STRICT PRODUCT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE); AND (I) IN NO EVENT SHALL THE AGGREGATE LIABILITY OF VATOM CORP AND THE VATOM CORP PARTIES (JOINTLY), WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THESE TERMS OR THE USE OF OR INABILITY TO USE THE SERVICES EXCEED THE GREATER OF (I) ANY COMPENSATION YOU PAY TO US FOR THE SERVICES; OR (II) \$100 USD.

(B) THE LIMITATIONS OF SECTION 18(A) WILL NOT LIMIT OR EXCLUDE LIABILITY FOR DAMAGES (I) TO THE EXTENT SUCH LIMITATIONS OR EXCLUSIONS ARE PROHIBITED UNDER APPLICABLE LAW; AND (II) ARISING FROM THE GROSS NEGLIGENCE, INTENTIONAL MISCONDUCT OR FRAUD OF VATOM CORP.

19. No Liability for Contests

Vatom Corp makes no representations or warranties about using the Services to run contests, promotional activities or sweepstakes. To the extent you use the Services to provide such experiences to your end users, you do so at your own risk. You acknowledge that it is your responsibility to comply with all applicable laws and regulations on local, federal and international levels, including without limitation laws and regulations regarding contest terms and conditions, entry methods, notices, sponsors, bonds, taxes and selection criteria. Please contact us if you have further inquiries on this matter.

20. Modifications to the Services

We reserve the right in our sole discretion to modify, suspend or stop providing access to the Services (or any features or functionality of the Services) at any time without notice and without obligation or liability to you.

21. Dispute Resolution; Arbitration

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH VATOM CORP AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

(a) Except for any disputes, claims, suits, actions, causes of action, demands or proceedings (collectively, “**Disputes**”) in which either party seeks to bring an individual action in small claims court or seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, you and Vatom Corp (i) waive your and Vatom Corp’s respective rights to have any and all Disputes arising from or related to these Terms or the Services, resolved in a court, and (ii) waive your and Vatom Corp’s respective rights to a jury trial. Instead, you and Vatom Corp will arbitrate Disputes through binding arbitration (which is the referral of a Dispute to one or more persons charged with reviewing the Dispute and making a final and binding determination to resolve it instead of having the Dispute decided by a judge or jury in court).

(b) Any Dispute arising out of or related to these Terms or the Services is personal to you and Vatom Corp and such Dispute will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. A Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

(c) These Terms affect interstate commerce and the enforceability of this Section 21 shall be both substantively and procedurally governed by and construed and enforced in accordance with the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (the “**FAA**”), to the maximum extent permitted by applicable law.

(d) Each party will notify the other party in writing of any arbitrable or small claims Dispute within thirty (30) days of the date it arises, so that the parties can attempt in good faith to resolve the Dispute informally. Notice to Vatom Corp shall be sent electronically to info@vatominc.com. Your notice must include (i) your name, postal address, telephone number, the email address you use or used for your Account and, if different, an email address at which you can be contacted, (ii) a description in reasonable detail of the nature or basis of the Dispute, and (iii) the specific relief that you are seeking. Our notice to you will be sent electronically to then-current email address associated with your Account and will include (iv) our name, postal address, telephone number and an email address at which we can be contacted with respect to the Dispute, (v) a description in reasonable detail of the nature or basis of the Dispute, and (vi) the specific relief that we are seeking. If you and Vatom Corp cannot agree how to resolve the Dispute within thirty (30) days, then either you or Vatom Corp may, as appropriate and in accordance with this Section 21, commence an arbitration proceeding or, to the extent specifically provided for in Section 21(a), file a claim in court.

(e) Except for Disputes in which either party seeks to bring an individual action in small claims court or seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, (i) any arbitration will occur in Santa Clara County, California, (ii) arbitration will be conducted confidentially by a single arbitrator in accordance with the rules of the Judicial Arbitration and Mediation Services (“JAMS”), which are hereby incorporated by reference, and (iii) that the state or federal courts of the State of California and the United States, respectively, sitting in Santa Clara County, California, have exclusive jurisdiction over any appeals and the enforcement of an arbitration award. You may also litigate a Dispute in the small claims court located in the county of your billing address if the Dispute meets the requirements to be heard in small claims court.

(f) As limited by the FAA, these Terms and the applicable JAMS rules, the arbitrator will have (i) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute, including the determination of whether a Dispute is arbitrable, and (ii) the authority to grant any remedy that would otherwise be available in court; provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative action, which is prohibited by these Terms. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual’s claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.

(g) The rules of JAMS and additional information about JAMS are available on the [JAMS website](#). You either (i) acknowledge that you have read and understand the rules of JAMS, or (ii) waive your opportunity to read the rules of JAMS and any claim that the rules of JAMS are unfair or should not apply for any reason.

(h) If any term, clause or provision of this Section 21 is held invalid or unenforceable, it will be so held to the minimum extent required by law, and all other terms, clauses and provisions of this Section 21 will remain valid and enforceable. Further, the waivers set forth in Section 21(b) are severable from the other provisions of these Terms and will remain valid and enforceable, except as prohibited by applicable law.

(i) You have the right to opt out of binding arbitration within thirty (30) days of the date you first agreed to these Terms (based on the records maintained by Vatom Corp) by sending notice to:

info@vatominc.com. In order to be effective, the opt-out notice must include your full name and clearly indicate your intent to opt out of binding arbitration. If you opt out of binding arbitration, the terms of Section 22 will still be binding upon you.

22. Governing Law and Venue

These Terms and your access to and use of the Services shall be governed by and construed and enforced in accordance with the laws of the State of California, without regard to conflict of law rules or principles (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any Dispute between the parties that is not subject to arbitration or cannot be heard in small claims court, shall be resolved in the state or federal courts of the State of California and the United States, respectively, sitting in Los Angeles County, California.

23. Termination

Each party reserves the right, upon notice to the other party, to terminate these Terms. Notice to Vatom Corp shall be provided to info@vatominc.com. We may provide notice to you via the Services (e.g., by stating that your right to access the Services has been revoked) or to the email associated with your Account. All rights and licenses granted to you under these Terms will immediately be revoked upon termination.

24. Severability

If any term, clause or provision of these Terms is held invalid or unenforceable, then that term, clause or provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms.

25. Amendment

We reserve the right to amend these Terms from time to time in our sole discretion. We will provide notice of such amendments by posting the revised Terms to the Services and updating the “Last Updated” date at the top of these Terms. We may also provide additional notice of such amendments in our discretion. Your continued use of the Services will confirm your acceptance of the amended Terms. If you do not agree to the amended Terms, you must stop using the Services.

26. Survival

The following sections will survive the expiration or termination of these Terms: all defined terms and Sections 13, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24 and 26.