# **TERMS OF USE**

Please read these terms and conditions carefully. By accessing this website and any pages hereof, you are indicating that you have read, acknowledge and agree to be bound by these Terms of Use. If you do not agree to these Terms of Use, do not access this website. VRSim, Inc. reserves the right to change these Terms of Use which you are responsible for regularly reviewing and your continued use of this website constitutes agreement to all such changes. As used herein, VRSim, Inc. means VRSim, Inc. and its affiliates.

## GENERAL INFORMATION

This website is comprised of various websites operated by VRSim, Inc. (collectively, the "web site"). Certain sections of or pages on this website may contain separate terms and conditions, which are in addition to these Terms of Use. You should read those additional terms and conditions carefully. By accessing such sections or pages, you agree to be bound by those additional terms and conditions. In the event of a conflict, those additional terms and conditions will govern your use of those sections or pages.

Unauthorized use of VRSim, Inc.'s website and systems, including, but not limited to, unauthorized entry into VRSim, Inc.'s systems, misuse of passwords or misuse of any other information, is strictly prohibited. You may not use this website in any manner that could damage, disable, overburden, or impair any VRSim, Inc. site or service or interfere with any other party's use and enjoyment of any VRSim, Inc. site or service. You may not attempt to gain unauthorized access to any VRSim, Inc. site or service, computer systems or networks connected to any VRSim, Inc. site or service, through hacking, password mining or any other means. You agree that you will not engage in any activities related to this website that are contrary to applicable laws or regulations.

VRSim, Inc. reserves the right, in its sole discretion, without any obligation and without any notice requirement, to change, improve or correct the information, materials and descriptions on this web site and to suspend and/or deny access to this web site for scheduled or unscheduled maintenance, upgrades, improvements or corrections. The information and materials on this website may contain

typographical errors or inaccuracies. Any dated information is published as of its date only, and VRSim, Inc. does not undertake any obligation or responsibility to update or amend any such information. VRSim, Inc. may discontinue or change any product or service described in or offered on this website at any time.

# DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

The information, products and services on this website are provided on an "AS IS," "WHERE IS" and "WHERE AVAILABLE" basis. VRSim, Inc. does not warrant the information or services provided herein or your use of this web site generally, either expressly or impliedly, for any particular purpose and expressly disclaims any implied warranties, including but not limited to, warranties of title, non-infringement, merchantability or fitness for a particular purpose. VRSim, Inc. will not be responsible for any loss or damage that could result from interception by third parties of any information or services made available to you via this website. Although the information provided to you on this web site is obtained or compiled from sources we believe to be reliable, VRSim, Inc. cannot and does not guarantee the accuracy, validity, timeliness or completeness of any information or data made available to you for any particular purpose. Neither VRSim, Inc., nor any of its affiliates, directors, officers or employees, nor any third party vendor, will be liable or have any responsibility of any kind for any loss or damage that you incur in the event of any failure or interruption of this web site, or resulting from the act or omission of any other party involved in making this web site, the data contained herein or the products or services offered on this web site available to you, or from any other cause relating to your access to, inability to access, or use of the web site or these materials, whether or not the circumstances giving rise to such cause may have been within the control of VRSim, Inc. or of any vendor providing software or services. In no event will VRSim, Inc. or any such parties be liable to you, whether in contract or tort, for any direct, special, indirect, consequential or incidental damages or any other damages of any kind even if VRSim, Inc. or any other such party has been advised of the possibility thereof. This limitation on liability includes, but is not limited to, the transmission of any viruses which may infect a user's equipment, failure of mechanical or electronic equipment or communication lines, telephone or other interconnect problems (e.g., you cannot access your internet service provider), unauthorized access, theft, operator errors, strikes or other

labor problems or any force majeure. VRSim, Inc. cannot and does not guarantee continuous, uninterrupted or secure access to the website.

#### **PROPRIETARY RIGHTS**

All right, title and interest in this website and any content contained herein is the exclusive property of VRSim, Inc., except as otherwise stated. Unless otherwise specified, this website is for your personal and non-commercial use only and you may print, copy and download any information or portion of this website for your personal use only. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, frame, create derivative works from, transfer, or otherwise use in any other way for commercial or public purposes in whole or in part any information, software, products or services obtained from this web site, except for the purposes expressly provided herein, without VRSim, Inc.'s prior written approval. If you copy or download any information or software from this website, you agree that you will not remove or obscure any copyright or other notices or legends contained in any such information.

VRSim, Inc., the VRSim, Inc. logo and other VRSim, Inc. trademarks and service marks referenced herein are trademarks and service marks of VRSim, Inc. The names of other companies and third-party products or services mentioned herein may be the trademarks or service marks of their respective owners. You are prohibited from using any marks for any purpose including, but not limited to use as metatags on other pages or sites on the World Wide Web without the written permission of VRSim, Inc. or such third party, which may own the marks.

### **USE OF LINKS**

This website contains links to third-party websites. These links are provided only as a convenience. The inclusion of any link is not and does not imply an affiliation, sponsorship, endorsement, approval, investigation, verification or monitoring by VRSim, Inc. of any information contained in any third party website. In no event shall VRSim, Inc. be responsible for the information contained on that site or

# VRSim, Inc. Terms of Service

your use of or inability to use such site. You should also be aware that the terms and conditions of such site and the site's privacy policy may be different from those applicable to your use of this website.