

Fuvi Cognitive Network Corp.
Website Terms of Use

Effective Date: January 29, 2018

Please carefully review this Agreement before proceeding. In return for gaining access to the Site and using it, you agree to be bound by the following Agreement without limitation or qualification. If you do not intend to be legally bound by these Terms of Use, do not access and use the Site.

Fuvi Cognitive Network Corp (“Fuvi”) reserves the right to change this Agreement and to make changes to any of the products or programs described in the Site at any time without notice or liability. Any such revisions are binding on you and therefore you should periodically visit this page when you use the Site to review the then current Agreement that binds you. Fuvi also reserves the right in its sole discretion to deny you access to the Site at any time.

The headings in the Agreement are for convenience only and do not impact the meaning of this Agreement.

General

By using the Site, you represent and warrant that you are 18 years of age or older and possess the legal right and ability to enter into this Agreement and to use the Site in accordance with the terms of this Agreement. You accept responsibility for all use of the Site under your name. If Fuvi now or in the future incorporates the ability to register for an account to the Site, you accept responsibility for all use of the Site under your account, including without limitation all uses of your account by others, including minors living with you. Any account information maintained through this Site is owned by and proprietary to Fuvi. You may not give access to your account to any person or entity other than a member of your household or a person that you directly supervise, and you agree to be responsible for all aspects of their usage. You further agree to supervise all minors who use the Site under your name or account. You agree not to assign, transfer, or sublicense your rights pursuant to this Agreement.

You agree to indemnify, defend, and hold harmless Fuvi and its affiliates from and against any and all claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, deficiencies, penalties, taxes, levies, fines, judgments, settlements, expenses (including legal and accountants' fees and disbursements) and costs (collectively, "Claims"), based on, arising out of or resulting from your use of the Site, including without limitation any Claims alleging facts that if true would constitute your breach of this Agreement.

Fuvi provides the Site solely to permit you to determine the availability of goods and services offered by Fuvi, gather information about the foregoing, and otherwise transact business with Fuvi and for no other purposes. The Site is for your personal, non-commercial use. You agree that you will not use this Site for any other purpose. You are completely responsible for all assessments, charges, duties, fees, and taxes arising out of your use of the Site.

The content on this Site may contain inaccuracies and/or typographical errors. Fuvi may alter, change or improve the content at any time and without notice. This Site may from time to time contain links and pointers to Web sites maintained by others ("third-party sites"). Fuvi has not reviewed all of the third-party sites linked to the Fuvi Site and is not responsible for the contents of or any products or services offered in such third-party sites. This Site is provided "as is," with no warranties whatsoever, express or implied, regarding the content of this Site or of any links provided by this Site. All warranties including, but not limited to, warranties of merchantability, fitness for a particular purpose or use, and non-infringement of proprietary rights are disclaimed to the fullest extent permitted by law. The content of this Site is not guaranteed to be complete, accurate, or available.

FUVI AND ITS AFFILIATES SHALL IN NO EVENT BE LIABLE FOR ANY MONETARY AMOUNT, INCLUDING DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, RESULTING FROM USE OF THIS SITE OR LINKS FROM THIS SITE, OR A THIRD PARTY'S UNAUTHORIZED ACCESS TO YOUR INFORMATION, EVEN IF WE ARE NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES. Your use and browsing of the Site is at your risk. If you are dissatisfied with any of the content contained in the Site, or with any of the Terms and Conditions of Fuvi or this Agreement, your sole and exclusive remedy is to discontinue accessing and using the Site. Without limiting the generality of the foregoing, Fuvi neither warrants nor represents that your use of information and material on the Site will not infringe upon the intellectual property rights of third parties. While Fuvi takes reasonable steps to safeguard and to prevent unauthorized access to your personal information, we cannot be responsible for the acts of those who gain unauthorized access, and we make no warranty, express, implied, or otherwise, that we will prevent unauthorized access to your personal information. Fuvi shall also not be liable for any virus or other damage to your computer equipment or other property due to your accessing, browsing, or using the Site or due to your downloading any audio, data, images, materials, pictures, text or video from the Site.

Agreement not to Misuse

You agree that you will not misuse the Site. Without limiting the generality of the foregoing, you agree not to do any of the following:

- Distribute, disseminate, post, or publish any information or material that degrades, embarrasses, harasses, humiliates, intimidates, or threatens any individual or group of individuals on the basis of their age, ancestry, color, ethnicity, marital status,

medical condition, mental or physical disability, national origin, race, sex, sexual orientation, union or nonunion affiliation, or any other basis protected by federal, state, or local law or ordinance.

- Abuse, defame, harass, stalk, threaten, or otherwise violate others' legal rights, including but not limited to rights of privacy and publicity.
- Upload files that may damage the operation of another's computer, such as computer viruses, corrupt files, or similar software.
- Upload files or material in violation of intellectual property or other rights of others or without appropriate attribution or that cannot be legally uploaded.
- Download content from this Site other than for your personal use.
- Distribute, disseminate, post, or publish any indecent, infringing, obscene, or unlawful information or material.
- Use the Site for any commercial purpose.
- Post, send, or otherwise disclose confidential information, trade secrets, or other confidential and/or protected proprietary data of any entity or person, including but not limited to Fuvi and its affiliates.
- Copy or create derivative works from, display, distribute, license, perform, publish, recreate, reproduce, sell, transfer, or transmit any information, products, services, or software obtained by, from, or through the Site.

On-line Communications and Forums

The Site may provide you the ability to have an on-line chat session. You may use these functions only for purposes related to transacting business with Fuvi. For quality assurance purposes, Fuvi may monitor, record, and/or transcribe the contents of these communications. By engaging in these sessions, you agree that the communication may be monitored, recorded, and/or transcribed and you consent to the monitoring, recording, and/or transcribing. Such records may be kept indefinitely or disposed of at our discretion.

You may use any bulletin boards, chat rooms, conferences, or other communication or message facilities ("Forums") contained on the Site only to send and receive material and messages that are proper and related to the particular Forum. You agree to use the Forums in conformity with all applicable laws and this Agreement.

Fuvi reserves the right to remove in its sole discretion and without notice any content on the Site, including anything you post in a Forum. You understand that any use by you of a Forum constitutes a public communication, and that Fuvi owns any and all information or material that you post on a Forum. By posting on a Forum you waive all of the rights you

have to any information or material that you post. Fuvi has the right to do whatever it wishes with that information or material, including but not limited to deleting or editing for any reason any posting by you, or to use it for any purpose including advertising and marketing materials in any media. You further acknowledge that Fuvi does not endorse or sponsor any information or material posted by Forum users, and that Fuvi has no responsibility to approve, review, or screen such information or material.

Copyright, etc.

The contents of this Site (logos, information, images, and other materials) are copyrighted by Fuvi or other content providers. Fuvi bears no responsibility for sites that provide hyperlinks or references to the Site unless those sites are operated by Fuvi. You may not download or display or distribute content from this Site, except that you may download such content for your personal use in connection with transacting business with Fuvi.

Miscellaneous

This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, United States of America, without regard to its conflict of laws provisions that would cause the application of the substantive laws of another jurisdiction. You consent and submit to the exclusive jurisdiction of the state and federal courts located in Suffolk County, in the Commonwealth of Massachusetts, United States of America, in all questions and controversies arising out of your use of this Site and this Agreement.

This Agreement constitutes the entire agreement governing your access to, dealings with, and use of the Site. Separate agreements may relate to any goods, products, or services you obtain or acquire from Fuvi, whether through this Site or otherwise.

Any failure of Fuvi to assert any rights it may have under this Agreement does not constitute a waiver of our right to assert the same or any other right at any other time or against any other person or entity. If any provision of this Agreement is found to be invalid or unenforceable, then the invalid or unenforceable provision will be stricken from this Agreement without affecting the validity or enforceability of any other provision.