

# VirBELA

## Terms of Service & End User License Agreement

Effective as of March 21, 2019

### **1. Acceptance of Terms**

Thank you for visiting our site [www.virbela.com](http://www.virbela.com), and/or your interest in using VirBELA's virtual campus products and services, provided by eXp World Technologies, LLC ("VirBELA"), having a business address of 2219 RIMLAND DRIVE, SUITE 301 BELLINGHAM WASHINGTON 98226. By using the virtual campus products and services of VirBELA or using our site, you agree to these Terms of Service & End User License Agreement ("Terms"). Please read them carefully.

The products and services include (a) VirBELA's virtual campus online software delivered as a service, and our site (collectively, "Services") and (b) VirBELA's virtual campus client software for use with the Services ("Products").

Our Products and Services continue to evolve and expand, and sometimes additional terms or requirements may apply. Additional terms may be available with the relevant Products and Services, and those additional terms become part of your agreement with us if you use our Products and Services.

If you are subscribing to the Services online on behalf of your company or other legal entity ("Organization"), without a separate agreement Software as a Service Agreement between VirBELA and your Organization, you hereby warrant and represent that you accept, and have the authority to accept these Terms on behalf of your Organization, and that your Organization agrees to be responsible to VirBELA for ensuring that each user under your Organization's subscription (e.g., employees, or other individual users authorized under the Organization's subscription) follows the policies set for in these Terms.

Also, as an individual user of the Services, you must abide by these Terms, regardless of whether you are using the Services under a subscription of your Organization. Therefore, throughout these Terms, "you" means you as an individual user, and your Organization, if and when applicable.

To the extent you have entered, or enter, a separate written agreement to receive software as a service ("SaaS Agreement") from VirBELA regarding the Services, or have previously entered a separate SaaS Agreement with VirBELA's predecessor in interest regarding the Services, that separate written agreement shall control to the extent any of these Terms conflicts with that agreement, unless otherwise agreed upon in writing executed by the parties.

Your use of the Services is also subject to VirBELA's Privacy Policy [https://assets.virbela.com/legal/VirBELA\\_Privacy\\_Policy.pdf](https://assets.virbela.com/legal/VirBELA_Privacy_Policy.pdf), which covers how we collect, use, share, and store personal information of users.

If you do not agree to these Terms or our Privacy Policy, you are not authorized to use the Services or Products of VirBELA.

If you wish to terminate your acceptance of these Terms, you can do so at any time, by closing your account, including by emailing us at [info@virbela.com](mailto:info@virbela.com), and no longer accessing or using the Product or Services.

## **2. Accounts and Passwords**

You must have an account with VirBELA to subscribe to any aspect of the Services, including any fee-based aspect of the Services (e.g., Team Rooms or Private Campus) or free aspect of the Services (e.g., Open Campus). A user may register for a free aspect of the Services online, or subscribe to a fee-based aspect of the Services online, or through a separate order form or agreement, as may be provided by VirBELA, at its sole discretion. In all cases, for your account, or any subscription with VirBELA, you agree to: (1) choose a strong and secure password; (2) keep your password secure and confidential; (3) not transfer, or attempt to transfer, your account or any registration or subscription thereunder, to any other party.

## **3. Access and Control by Subscribing Party**

If your access as an individual user to an aspect of the Services is under a subscription paid for by your Organization, or another subscribing party (e.g., a Team Room seat bought by your employer), then that subscribing party has the right to control your access to that aspect of the Services and to receive reports from VirBELA (if available, at VirBELA's sole discretion) regarding your use of such aspect of the Services, including, without limitation, any and all data, information, or material uploaded, provided, or shared using that aspect of the Services, and including information regarding your activity using that aspect of the Services.

## **4. Organization Accounts**

Generally only one user ID and password may be used to manage an Organization's account with full management rights, with the Organization's account being entitled to designate individual users associated with that Organization's account (including individual user access rights to aspects of the Services paid for by that Organization).

If you create any accounts for an Organization or individuals using any aspect of the Services subscribed to by the Organization, or otherwise use an Organization account, you hereby warrant and represent to us that (a) you have the proper authorization from the Organization to create, terminate and maintain the Organization account, and to add and remove individual users to and from any subscription of the Organization; (b) you have obtained all necessary consent from any applicable individuals for the creation of their accounts to be associated with the Organization or to use subscription(s) of the

Organization, and the processing of their individual information; and (c) all information you provide in connection with the creation of such accounts is accurate, complete and up-to-date. You agree to indemnify VirBELA for any loss VirBELA may suffer as a result of any breach of these warranties and representations.

## **5. System Requirements**

Use of the Services requires hardware, software, and Internet access not provided by VirBELA, and your ability to access and use the Services may be affected by the performance of these factors. You acknowledge and agree that such system requirements are your responsibility.

## **6. Changes**

VirBELA may modify these Terms and/or our Privacy Policy (including our policy on use of cookies), from time to time. If we make material changes to these Terms, or our Privacy Policy, we will notify you through our Services, or by other means, to provide you with the opportunity to review the changes and to accept them or to discontinue using the Services if you reject them. VirBELA agrees that changes cannot be retroactive. Your continued use of the Services after provision of notice about our changes to these Terms means that you are consenting to the updated terms.

## **7. Service Eligibility and Age Requirements**

We expect that any use by children of our Services will occur under the guidance, supervision and consent of their parents, guardians and/or authorized school officials. We urge children to check with their parents before entering information through our Services, and we recommend that parents discuss with their children restrictions regarding the online release of Personal Information (as defined in VirBELA's Privacy Policy [https://assets.virbela.com/legal/VirBELA\\_Privacy\\_Policy.pdf](https://assets.virbela.com/legal/VirBELA_Privacy_Policy.pdf) ) to anyone they do not know. In accordance with COPPA, we require that if you are under the age of 13 you provide us with verifiable parental consent before using the Services. Otherwise, in order to use the Services, you must be at least eighteen (18) years of age or older, or otherwise of legal age in your jurisdiction ("Minimum Age"), not under the age of 13, and competent to agree to these Terms.

By permitting your child to visit or use our Services (including our site or our virtual campus), you are agreeing to these Terms and the accompanying Privacy Policy.

You may only have one VirBELA account which must be in your real name.

You must not be already restricted by VirBELA from using the Services.

## **8. Grant of License.**

If you agree to these Terms, and if your hardware meets the minimum requirements, subject to your continuing compliance with these Terms, VirBELA hereby grants you a limited, non-exclusive, non-transferable, revocable software license (revocable at

VirBELA's discretion, provided such revocation is not in conflict with these Terms) to install the Products for use in connection with the Services.

## **9. Payment**

For any fee-based aspect of the Services to which you initiate subscription, your order and applicable payment obligations will be notified to you through the Services online, or otherwise, as may be determined by VirBELA. In some cases, VirBELA will accept payment(s) by valid credit card (acceptable VirBELA). If you pay applicable Services fees by credit, you will also provide VirBELA with personal information required for us to process the transaction ("Transaction Information"), and you shall update such Transaction information from time to time as necessary to ensure that the information remains accurate. You also agree that VirBELA has your permission to retain and/or share with financial institutions and payment processing firms your Transaction Information for the sole purpose of processing your payments for the fee-based aspect of the Services to which you have subscribed.

To the extent your applicable Services fee is paid by credit card, unless otherwise indicated in writing by VirBELA, the term of your fee-based subscription will automatically renew (e.g., monthly, or by another period as may be notified to you), and your monthly, or other periodic payments for such Services may be automatically charged to the credit card provided by you (and acceptable to VirBELA), which may be the credit card you provided at the time of your purchase or such other credit card on your account as updated (and you agree that such payments may be charged in advance of delivering the Services such as, for example, at the beginning of each month in a month to month subscription), and you hereby agree that VirBELA is authorized to charge your credit card.

Unless otherwise agreed upon in writing, for any online subscription to a fee-based aspect of the Services, if you would like to avoid future charges, you must cancel your subscription at least five (5) days before the next renewal date (e.g., 5 days before the end of a current month period in a month-to-month subscription for Team Rooms) by emailing VirBELA at [info@virbela.com](mailto:info@virbela.com) or canceling your subscription through our website.

Unless otherwise agreed upon in a separate agreement with you, VirBELA, in its sole discretion, shall determine the prices it will charge for any aspect of the Services, and the terms and conditions applicable to the same, and VirBELA may, upon providing thirty (30) days prior written notice to you through the Services, or otherwise by email, amend such pricing and/or terms and conditions. If you do not agree to any such pricing and/or terms and conditions change(s), you may terminate this Agreement (or cancel the aspect of Services, as applicable) as provided herein within such thirty (30) day period; otherwise all such changes shall thereafter be effective with respect to your account, and you agree that VirBELA is authorized to charge your credit card for any new such new fees applicable to the aspect of Services to which you have subscribed, on the next monthly, or other periodic payment cycle (as applicable).

For any fee-based aspect of the Services to which you subscribe, you also agree to pay us any applicable taxes in addition to the applicable subscription fees. Failure to pay these fees and taxes in accordance with your payment obligations will result in the termination or suspension of your paid Services.

#### **10. Downgrade for Non-Payment**

If any fees owed to VirBELA by you are not paid, or if any fees are overdue, VirBELA may, without limiting other rights and remedies, downgrade any fee-based Services to free plans until those amounts are paid in full.

#### **11. Termination**

A free subscription for any aspect of the Services continues until terminated (such as by, closing your account with VirBELA), while a paid subscription has a term that may expire or be terminated. VirBELA will not issue refunds for any subscription payment made if you terminate the subscription without cause. The Terms remain effective as long as any subscriptions is active, whether free or fee-based. Upon expiration or termination of these Terms, the obligations which by their nature are intended to survive expiration or termination of the Agreement shall survive, including, without limitation, sections 22 (Warranty Disclaimer), 23 (Limitation of Liability), 24 (Severability/Waiver/Construction), and 25 (Miscellaneous).

VirBELA may terminate any fee-based, or free, subscription without cause, or otherwise provide notice of non-renewal, with fifteen (15) days prior written notice provided through the Service, or otherwise by email, as long as such termination or notice of non-renewal does not violate any other written terms of service between you and VirBELA.

Either you or VirBELA may terminate any subscription on notice to the other party if the other party materially breaches the Terms and such breach is not cured within thirty (30) days after the non-breaching party provides notice of the breach. VirBELA may terminate, restrict, or suspend, any of your subscriptions to any aspect of the Services, including your account, immediately upon notice, if we reasonably believe that the Services are being used by you in violation of applicable law, or in any way harmful to other users, or if you have repeatedly violated these Terms, or if you are violating any Community Policies (as set for the below).

#### **12. Notices and Messages**

Except as otherwise set forth herein, all notices under the Terms will be by email or through the Services (e.g., a VirBELA bot notification). Notices to VirBELA may be sent to [feedback@VirBELA.com](mailto:feedback@VirBELA.com), except for legal notices, such as notices regarding copyright infringement assertions, which may be sent to [legal@VirBELA.com](mailto:legal@VirBELA.com). Notices will be deemed to have been duly given (a) the day after it is sent, in the case of notices through email; and (b) the same day, in the case of notices through the Services.

### **13. Intellectual Property and Content Submitted by Children**

Our Services allow sharing of information in many ways, and any information and content that you share or post may be seen by others. Where we have made settings available, we will honor the choices you make about who can see content or information (e.g., message content to your addressees, sharing content only to VirBELA connections, restricting your profile visibility from search engines, or opting not to notify others of your VirBELA profile update). We are not obligated to publish any information or content on our Services.

As between you and VirBELA, you own the content and information that you submit or post to the Services, and you are only granting VirBELA, and our affiliates and licensees, the following non-exclusive license: A worldwide, transferable and sublicensable right to use, copy, modify, distribute, publish, and process, information and content that you provide through our Services and the services of others, without any further consent, notice and/or compensation to you or others, in order to provide the Services to you. You can end this license for specific content by deleting such content from the Services, or generally by closing your account, except (a) to the extent you shared it with others as part of the Service and they copied, re-shared it or stored it and (b) for the reasonable time it takes to remove from backup and other systems.

Parents or legal guardians can review any content and information submitted or posted to the Services by their child under 13 years of age and request to have this information deleted.

VirBELA reserves all of its intellectual property rights in the Services. Using the Services does not give you any ownership in our Services or the content or information made available through our Services. Trademarks and logos used in connection with the Services are the trademarks of their respective owners. VirBELA and other VirBELA trademarks, service marks, graphics, and logos used for our Services are trademarks or registered trademarks of VirBELA.

### **14. Service Availability (Including Data Storage)**

We may change or discontinue any of our Services, subject to these Terms. VirBELA is not a storage service, and you agree that we have no obligation to store, maintain or provide you a copy of any content or information that you or others provide through the Service, except to the extent required by applicable law and as noted in our Privacy Policy.

### **15. Other Content, Sites and Apps and Content Removal**

Others may offer their own products and services through our Services, and we aren't responsible for those third-party activities. Your use of the content and information of others shared through our Services, is at your own risk. VirBELA generally does not

review content provided by users through our Services. You agree that we are not responsible for others' content or information. You are responsible for deciding if you want to access or use third-party apps or sites that link from our Services (if any). Third-party apps and sites have their own legal terms and privacy policies, and you may be giving others permission to use your information in ways we would not. You also understand that VirBELA does not, and has no obligation to, monitor, pre-screen nor pre-approve content or data provided by others through our Services, but that VirBELA shall nonetheless have the right (but not the obligation) in its sole discretion, to refuse, delete or move any content or data that is available via the Services for any reason, including a violation of any of these Terms.

## **16. Recordings**

You are responsible for compliance with all recording laws when and if you use any recording tools within the Services. In particular, a host can choose to record VirBELA meetings and Webinars. By using the Services, you are giving VirBELA consent to store recordings for any or all VirBELA meetings or webinars that you join, if such recordings are stored in our systems. You will receive a notification (visual or otherwise) when recording is enabled. If you do not consent to being recorded, you can choose to leave the meeting or webinar.

## **17. Prohibited Use**

You promise NOT to use the Services for any of the following purposes or activities:

- a) conducting or supporting illegal activity of any type whatsoever;
- b) transmitting or storing worms or viruses or any code of a destructive nature;
- c) threatening, harassing, abusing, impersonating, injuring or intimidating others;
- d) interfering with others' use of the Services, unless such interference is for the purpose of complying with another section of these Terms;
- e) delivering spam or collecting information to deliver spam, or sending advertisements;
- f) decompiling, disassembling, reverse engineering or otherwise attempting to discover any source code contained on or in Services (the Products, or otherwise);
- g) making any modification, adaptation, improvement, enhancement, translation or derivative work from the Products;
- h) disguising the origin of any content transmitted through Services or manipulating your presence on Services;
- i) causing the launch of any automated system(s) that access the Services in a manner that sends more request messages to servers of the Services in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser;

- j) data mining, scraping, crawling, redirecting, or compiling data for any purpose other than one authorized pursuant to these Terms;
- k) using any proprietary information or interfaces of Services or other intellectual property of Services for any reason not authorized by these Terms.

## **18. Limitations on Use**

You may not reproduce, resell, or distribute the Services or any reports or data generated by the Services for any purpose unless you have been specifically permitted to do so under a separate agreement with VirBELA. You may not offer or enable any third parties to use the Services purchased by you, display on any website or otherwise publish the Services or any Content obtained from a Service (other than Content created by You) or otherwise generate income from the Services or use the Services for the development, production or marketing of a service or product substantially similar to the Services.

## **19. Protecting Customer Data**

The protection of user data is a priority and we maintain safeguards for preventing unauthorized access and disclosure of user data. Before sharing user data with any of our third party service providers, we will take precautions to ensure that the third party maintains, at a minimum, reasonable data practices for maintaining the confidentiality and security of user data and preventing unauthorized access. Users (not VirBELA) bears sole responsibility for adequate security, protection and backup of data when in user's possession or control.

If you choose to share content as "public" with the Services, VirBELA generally will have the right to allow any other users to view that content, or to embed that public content onto third-party services, and to enable search engines to make that public content findable

You and VirBELA agree that if content includes personal data, it is subject to our Privacy Policy.

You and VirBELA agree that we may access, store, process and use any information and personal data that you provide in accordance with the terms of the Privacy Policy and your choices (including settings).

**20. Warranties You Provide.** You warrant and represent to VirBELA that you are not infringing the intellectual property rights or violating the privacy of others whenever you provide content or data on or through the Services and that you are fully authorized to transmit all such content or data through the Services. You agree to fully indemnify and hold VirBELA harmless for any infringement of the rights of others caused by your use of the Services, as further set forth below. If you infringe the intellectual property rights of others when you use the Services, your account may be terminated by VirBELA. If VirBELA becomes aware of a party that repeatedly infringes the copyrights



(or other intellectual property of others), VirBELA will terminate the user's account in all cases.

**21. Copyright Infringement Assertions.** If you have a "good faith" belief that content provided on VirBELA infringes your rights, and you wish for VirBELA to address the accused infringing content, you should provide the following information: (1) Identify the copyright work you claim is infringed. (2) Identify the content that you claim is infringing the copyright work. You should provide enough information for VirBELA to locate the accused content. (3) Provide your contact information, including full name, mailing address, telephone number, and email address, if available. (4) Provide a statement that you have a "good faith" belief that the use of the content in the manner complained of is not authorized by the copyright owner, its agent, or the law. (5) Provide this statement: "I swear, under penalty of perjury, that the information in this notification and complaint is accurate and that I am the copyright owner, or am authorized to act on behalf of the copyright owner of an exclusive right that is infringed." (6) Provide your signature on the Notification (or an electronic signature). (7) Send your Notification to our Designated Agent address at:

VirBELA, Designated Copyright Agent  
2219 RIMLAND DRIVE, SUITE 301  
BELLINGHAM WASHINGTON 98226  
Or [legal@virbela.com](mailto:legal@virbela.com)

## **22. Warranty Disclaimer**

YOU AGREE THAT YOUR USE OF THE SERVICES IS AND SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, VirBELA, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES AND YOUR USE OF THE SERVICES AND ITS ASSOCIATED SITE. VirBELA MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SERVICES OR ITS ASSOCIATED SITE OR THE CONTENT OF ANY SITES LINKED TO ITS ASSOCIATED SITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF SERVICES OR SITE(S), (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICES OR SITE(S), (III) ANY UNAUTHORIZED ACCESS TO OR USE OF VIRBELA'S SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM VIRBELA'S SERVICES OR ITS ASSOCIATED SITE, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR VIRBELA'S SERVICES OR ASSOCIATED SITE BY ANY THIRD PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN THE SERVICES OR SITE OR

ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES OR SITE. VIRBELA DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES OR ASSOCIATED SITE, AND VIRBELA WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

### **23. Limitation of Liability**

IN NO EVENT SHALL VIRBELA, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF THE SERVICES OR ASSOCIATED SITE OR CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF VIRBELA'S SERVICES, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF VIRBELA'S SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM VIRBELA'S SERVICES OR ASSOCIATED SITE, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH VIRBELA'S SERVICES OR ASSOCIATED SITE BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT SHARED, POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES OR ASSOCIATED SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT VIRBELA IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

YOU SPECIFICALLY ACKNOWLEDGE THAT VIRBELA SHALL NOT BE LIABLE FOR USER SUBMISSIONS OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

The Services are controlled and offered by VirBELA from its facilities in the United States of America. VirBELA makes no representations that the Services are appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are responsible for compliance with local law.

**24. Severability/Waiver/Construction.** If a court of competent jurisdiction determines that any provision of these Terms is invalid or unenforceable for any reason, that provision will continue in effect only to the extent it is valid and enforceable and that determination will not affect any other provision unless the remaining provisions would be grossly inequitable under the circumstances or would frustrate the primary purpose of these Terms. Delay or failure to enforce or insist on strict compliance with any of the provisions of these Terms will not constitute a waiver or otherwise modify these Terms, and VirBELA's waiver of any right related to these Terms on one occasion will not waive any other right, constitute a continuing waiver or waive that right on any other occasion. You have or may consult with Your attorney and have these Terms reviewed by Your attorney; therefore, no rule of construction or interpretation that disfavors VirBELA or that favors you will apply to this interpretation.

**25. Miscellaneous.** Legal issues arising from or related to the Services shall be construed in accordance with the laws of the State of Washington, in the United States, without regard to conflicts of law principles. By using the Services and thus agreeing to these Terms, you consent to personal jurisdiction and venue in the state and federal courts located in and serving King County, Washington, USA, with respect to disputes arising out of or relating to these Terms or the Services. VirBELA reserves the right to initiate litigation in any other appropriate forum needed. You agree to defend and indemnify VirBELA from and against all third party claims and all liabilities, assessments, losses, costs or damages resulting from or arising out of your breach of these Terms. These Terms constitute the entire agreement between you and VirBELA with respect to the subject matter contained herein and supersede any other agreements between you and VirBELA regarding the same.

**26. Publicity**

If user is an organization (e.g., company), user grants VirBELA the right to use user's company name and logo as a reference for marketing or promotional purposes on our website and in other public or private communications with our existing or potential customers, subject to user's standard trademark usage guidelines as provided to us from time-to-time. We don't want to list customers who don't want to be listed, so you may send us an email to [feedback@VirBELA.com](mailto:feedback@VirBELA.com) if you do not wish to be used as a reference.

**27. Beta Services**

VirBELA may, from time to time, offer access to services that are classified as Beta version. *Access to and use of Beta versions may be subject to additional agreements.* VirBELA makes no representations that a Beta version will ever be made generally available and reserves the right to discontinue or modify a Beta version at any time without notice. Beta versions are provided AS IS, may contain bugs, errors or other defects, and your use of a Beta version is at your sole risk.

## **VirBELA Community Rules**

VirBELA strives to provide a positive, stimulating and safe environment for encouraging collaboration. We believe that almost all of our users will naturally contribute to promoting such environment but as a reminder, here are some guidelines (not intended to be comprehensive) to keep in mind.

**No Bullying and/or Harassment-** VirBELA allows users to speak freely on matters and people of public interest, but we strive to take action on reports of abusive behavior directed at private individuals. Repeatedly targeting other users with unwanted friend requests or messages is a form of harassment.

**Don't impersonate-** VirBELA encourages people to connect using their real names and identities. We ask that you refrain from publishing the personal information of others without their consent. Claiming to be another person, creating a false presence for an organization, or creating multiple accounts undermines community and violates VirBELA's Terms.

**No Hate Speech-**VirBELA does not permit use of the Services to disseminate hate speech, and distinguishes between serious and humorous speech. While we encourage you to challenge ideas, institutions, events, and practices, VirBELA does not permit individuals or groups to use the Services to attack others based on their race, ethnicity, national origin, religion, sex, gender, sexual orientation, disability or medical condition.

**Graphic Content-** VirBELA can be a place where people turn to share their experiences and raise awareness about issues important to them. Sometimes, those experiences and issues involve graphic content that is of public interest or concern. In many instances, when people share this type of content, it is to condemn it. However, graphic images shared for sadistic effect or to celebrate or glorify violence will not be tolerated on our Services.

**Nudity-** VirBELA has a strict policy against the sharing of pornographic content and any explicitly sexual content where a minor is involved. We also impose limitations on the display of nudity.

**Intellectual Property -** Before sharing content on VirBELA, please be sure you have the right to do so. We ask that you respect copyrights, trademarks, and other legal rights including but not limited to copyright infringement, trademark infringement, defamation, invasion of privacy, identity theft, hacking, stalking, fraud and the distribution of counterfeit software.

**Regulated Goods -** It is not permitted to complete transactions involving regulated goods

on our platform.

Phishing and Spam - We take the safety of our members seriously and work to prevent attempts to compromise their privacy or security. We also ask that you respect our members by not contacting them for commercial purposes without their consent.