

Grace Hill Vision XSM Terms of Use

Welcome to Vision X!

Grace Hill, LLC started as a small company with a big idea - to offer compliance and proficiency training for your employees using state-of-the-art processes like gamification and experiential learning. We are training the next generation of leasing agents, property managers, and maintenance technicians in the multifamily housing space using interactive eLearning modules. Over a decade and a million users later, we're reimagining compliance and proficiency focused training for your employees using the latest in eLearning. Grace Hill, LLC is the multifamily real estate training industry's leading provider of state-of-the-art online education, and through its web-based Vision XSM platform (hereinafter, together or individually referred to as the "*Vision X Site*" "*Vision X*" or the "*Site*") provides training solutions that ensure regulatory compliance and significantly reduce the overhead of educating employees and clients (the "*Services*").

Capitalized terms not defined in these Terms of Use shall have the meaning ascribed thereto in the Vision X Privacy Policy and/or the Master Service Agreement. If there is a conflict between these Terms of Use or the Vision X Privacy Policy, and the Master Service Agreement, the Master Service Agreement shall control.

Agreement

By using or accessing Vision X and/or the Services, you agree to be legally bound by these Terms of Use and Vision X Privacy Policy found at privacy.gracehill.com as amended from time to time (collectively, the "*Agreement*"). If you do not agree with the Agreement without limitation or qualification, you should not access or use Vision X. Your continued use of or access to Vision X following any changes made to the Agreement will mean that you also accept and agree to be bound by the changes or any then-current Agreement. Because we reserve the right to modify the Agreement at any time without notice to you, please check them regularly for changes. References to "*Grace Hill*," "*we*," or "*us*" in the Agreement refer to Grace Hill, LLC a limited liability company organized under the laws of Georgia that supports and maintains the Site and the Services.

These Terms of Use was last updated on January 25, 2017.

Eligibility

To be authorized to access and use Vision X or the Services you represent and warrant that you (a) are at least 13 years old, (b) are not currently restricted by Grace Hill or any law enforcement agency from accessing or using the Vision X Services or not otherwise restricted from having an Account, (c) are not a competitor of Grace Hill or are not using or accessing the Vision X Site or Services for the purposes of competing with Grace Hill, (d) have the full power and authority to enter into this Agreement and doing so will not

violate any other agreement to which you are a party, and (e) will not violate any rights of Grace Hill or a third party, including the intellectual property rights of such third party.

IF YOU ARE NOT AT LEAST 13 YEARS OLD, YOU ARE NOT AUTHORIZED TO ACCESS VISION X OR THE SERVICES AND SHOULD LEAVE THE SITE IMMEDIATELY.

Registration and Security

You may have limited access to some Services of Vision X without registering for a user account (an “*Account*”). Those who access Vision X without registering for an Account are referred to as “*Visitors*.” However, to gain access to additional Services (for example, to register for and/or take a training course, upload or modify content, etc.), you must register with Vision X create an Account. Visitors who have registered an Account shall thereafter be “*Subscribers*.”

When registering as a Subscriber, you agree to provide accurate, current and complete information for registration and to update such information to keep it accurate, current and complete. Grace Hill reserves the right to suspend or terminate your Account and/or access at any time or for any reason or no reason, including if any information provided for registration is determined to be inaccurate, not current or incomplete. Grace Hill shall be under no obligation to refund any payment received if, in its sole discretion, Grace Hill terminates your Account and/or access due to your violation of the Agreement. You are responsible for safeguarding your Access Credentials, as that term is defined in the Privacy Policy. You agree that you will not disclose your Access Credentials to any third party, unauthorized user, or unauthorized Subscriber. You agree that you will take sole responsibility for any activities or actions under your Account, whether or not you have authorized such activities or actions. You will immediately notify Grace Hill of any unauthorized use of your Account or if you suspect that the security of your Account has been compromised.

Subscriber Content, License and Warranties

Subscriber Content. As a Subscriber, you may post, submit, provide, transmit, publish, display, or share content with Vision X. Such content may be in the form of any media (e.g., text, documents, images, audio content, video content, etc.) and may include communications with Vision X or other Subscribers, course content, responses to quiz questions, responses to surveys, comments regarding courses, course reviews, blog postings, etc. (“*Subscriber Content*”).

Grace Hill does not and will not review Subscriber Content for accuracy. Accurate Subscriber Content enables Vision X to provide the Services to you. In order to utilize the Services, you should provide, or direct Vision X to retrieve, true, accurate, current, and complete Subscriber Content. Further, in order for the Services to function effectively, you must also ensure that any information you provide to us, or direct us to retrieve, is updated regularly. If you do not do this, the accuracy and effectiveness of the Services provided to you may be affected.

License Grant to Use Subscriber Content. You grant to Grace Hill a non-exclusive, worldwide, fully paid-up and royalty-free license to use, copy, display, prepare derivative works of, improve, modify, distribute, publish, remove, retain, and/or process Subscriber Content that you contribute, upload, transmit or otherwise provide to Vision X, in any way now known or in the future discovered, for the purpose of providing the Services to you, but not to provide the Subscriber Content to third parties without your prior written consent. While Grace Hill will employ reasonable measures to protect your Subscriber Content, you acknowledge and agree that any Subscriber Content that you provide to Vision X is at your own risk of loss.

Subscriber Content Warranty. By providing Subscriber Content to Vision X, you represent and warrant that (i) you are the author, owner, or are otherwise authorized to contribute the Subscriber Content, (ii) the Subscriber Content is true and accurate, (iii) the Subscriber Content is not confidential, and (iv) does not violate any rights, or infringe or misappropriate the intellectual property rights of any third party.

You are responsible for your own activities and communications on Vision X and you are responsible for the consequences of such activities and communications. You shall not, and by using or accessing Vision X or using the Services, you agree not to do any of the following:

- Post any information or Subscriber Content that is subject to copyright protection, unless you are the copyright owner or have the owner's permission to post such information or Content.
- Post information or Subscriber Content that reveals trade secrets or proprietary or confidential information, unless you are the owner or have the owner's permission to post such information or Content.
- Post any information that infringes any intellectual property rights of others or the privacy or publicity rights of others.
- Post information or Subscriber Content that is obscene, defamatory, threatening, harassing, abusive, hateful, or embarrassing to another Subscriber, Visitor, or any other person or entity.
- Post information or Subscriber Content that includes or uses terms or phrases that are false or misleading, profane, intended to disguise profanity or vulgarity, or are patently offensive or obscene.
- Post content that contains viruses, Trojan horses, worms, or other computer programming routines or engines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information.

Limited License to Grace Hill Content

For the purposes set forth in the Agreement, Grace Hill grants you a limited personal, non-exclusive, non-assignable, non-transferable, and revocable license to access, use and display certain Grace Hill Content (defined below) to which you are authorized access. You must retain intact all copyright, trademark, proprietary and other notices when accessing, using, or displaying the Grace Hill Content. Unauthorized use, copying, printing, duplication, distribution, transmission, creation of derivative works, reuse, reproduction, publishing, licensing, sublicensing, transferring, selling, renting or translating, in whole or in part, of any Vision X or Grace Hill webpage, Services, Grace Hill software, Grace Hill's or its licensors' course content, or Vision X user interface content including without limitation text, graphics, sounds, videos, images, logos, button icons, and software that has been modified, merged and/or included in Vision X, and/or any compilation thereof in any format now existing or future developed (collectively, the "**Grace Hill Content**") in any manner without the express prior written permission of Grace Hill is expressly forbidden, and you so agree. You acknowledge that you may not sublicense, transfer, sell, rent or assign this license, the Grace Hill Content or the Services. Any attempt to sublicense, transfer, sell, rent or assign this license, the Grace Hill Content, or the Services shall be null and void.

Grace Hill Content and Services Disclaimer

All Grace Hill Content including the Services is provided "AS-IS." You access and use the Services and all Grace Hill Content at your risk. The Services and Grace Hill Content may include inaccuracies, errors or information that is incorrect or out of date. Grace Hill makes no representation about, or warranty as to the accuracy, reliability, completeness or timeliness of the Grace Hill Content, the Services, any use of or access to Vision X or the Grace Hill Content, or any hosted applications, programs, or other things provided or made available through Vision X. Grace Hill is not responsible for and does not monitor any information contained in a message, communication, or transmission by or between you and any other Visitor, Subscriber or third party.

Trademarks/Copyrights

The Grace Hill Content, including but not limited to the letters and service marks, the Vision X logo and/or name, other Grace Hill logos and service marks, or any taglines, titles, trade dress, and registered and unregistered service marks or trademarks (collectively, hereinafter referred to as "trademarks"), are protected under United States copyright, trademark and/or other laws, and are the property of Grace Hill, and/or its licensors. Any unauthorized use of the Grace Hill Content may violate applicable copyright, trademark, intellectual property, and other laws (some of which provide criminal remedies). You may not sell or modify the Grace Hill Content or reproduce, display, distribute, or otherwise use the Grace Hill Content in any way for any public or commercial purpose, including but not restricted to the adaptation of the Grace Hill software, HTML code, or any other code that Grace Hill creates. You shall not display,

disparage, dilute, or taint our trademarks or use any confusingly similar marks or names, or use our trademarks in such a way that would misrepresent or cause confusion as to who the proper owner of such trademarks is.

Restrictions

No Illegal Use. You shall not use the Services to create, transmit, distribute, store or destroy any Grace Hill Content or Subscriber Content (a) in violation of this Agreement (b) in violation of any applicable law or regulation, (b) in a manner that infringes and/or misappropriates copyright, trademark, trade secret or other intellectual property rights of others or violate the privacy, publicity or other personal rights of others, or (c) that is defamatory, obscene, threatening, abusive or hateful.

Information Security. You are prohibited from violating or attempting to violate the security of the Site, the Services, or any equipment, software, or devices on which the Site or the Services are hosted, displayed, provisioned or otherwise depend including without limitation, (a) gaining or attempting to gain access to any account, data, Service, Grace Hill Content, Subscriber Content, or information for which you are not authorized, (b) attempting to penetrate a system, network, or application by probing, “phishing,” scanning or testing the vulnerability of the system or network or to breach security or authentication measures without proper authorization, (c) engaging or attempting to engage in a denial of service attack or any other type of electronic attack for the purposes of causing the Services to become impaired or inoperable, or interfering with the availability of Services or Grace Hill Content through techniques including without limitation, uploading malicious software (e.g., a virus, worm, Trojan horse, etc.), “packet flooding,” “spoofing” or “spamming,” or (d) forging any packet content or any part of any Grace Hill Content, Subscriber Content or violating any system or network security may result in civil or criminal liability. Any occurrences that may involve such violations are subject to investigation by Grace Hill or its agents, and/or law enforcement authorities in prosecuting any Visitor or Subscriber involved in such violations.

Specific Prohibited Uses. Grace Hill specifically prohibits and you agree not to use the Services, or any Grace Hill Content or Subscriber Content for any of the following:

- To take any action that imposes an unreasonable or disproportionately large load on Vision X, the equipment, or the network on which Vision X is hosted.
- To attempt to decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of Vision X.
- To crawl the Site, scrape any Grace Hill Content, or frame any Services, Grace Hill Content, or information relating thereto without prior express written permission from Grace Hill.

- To collect information about other Visitors or Subscribers for the purpose of sending, or to facilitate or encourage the sending of, unsolicited bulk or other communications, or for any other purpose not explicitly authorized by us.
- To falsify, conceal, or modify information identifying yourself or another Subscriber, including Internet Protocol header information.
- To stalk, threaten, or harass any Visitor Subscriber, or other person, whether in a cyber-environment or in the real world.
- To commit any wrongful or unlawful acts, criminal acts, acts of terrorism, or any other unlawful or illegal activity.

Release of Liability

Release from Dealings between Subscribers and/or Visitors. Because authentication on the Internet is difficult, Grace Hill cannot and does not confirm that each Visitor or Subscriber is who she, he, or it claims to be or that her, his or its Subscriber Content or other posted information is truthful, complete, non-defamatory, or accurate. You acknowledge and agree that your access to or use of Vision X and the Services, and any action you take concerning your Subscriber Content or other information is your voluntary action for which you are exclusively responsible. There is always a certain risk when transmitting such information over the Internet or some other public or proprietary network, and you assume such risk by submitting Subscriber Content or information to Vision X and by making or authorizing transmission of such Subscriber Content or information to others. It is your responsibility to take precautions that you deem suitable to assure the identity of any Visitor, Subscriber, or person with whom you communicate or interact, and to assure that any information provided by such Subscriber, or person on which you intend to rely is reasonably accurate and complete. Grace Hill does not and cannot be involved in or control the dealings or meetings between Visitors or Subscribers that access Vision X. Accordingly, in the event that you have a dispute with another Visitor or Subscriber, you agree to the fullest extent permitted by applicable law to forever release Grace Hill and its agents, employees, officers, directors, members and managers from all claims, demands and damages (actual and consequential, direct and indirect) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes. If you are a California resident, you waive, to the fullest extent permitted by applicable law, California Civil Code §1542, which says: “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.” Grace Hill is under no legal obligation to, and generally does not control the information provided by other Subscribers which is made available through Vision X. By its very nature, information posted or communicated by other Subscribers may be offensive, harmful, inaccurate, defamatory or incorrect, and in some cases may be mislabeled or deceptively labeled. You agree to use caution and common sense when using or accessing the Services.

Not Responsible For Offensive Posts. Vision X acts as a passive conduit for the online receipt, distribution and publication of Subscriber Content or other information submitted by and between or among Visitors and/or Subscribers. Grace Hill has no obligation to screen or monitor communications or information in advance and is not responsible for screening or monitoring Subscriber Content or information posted by Subscribers. If Grace Hill is notified or otherwise becomes aware of any communication, information or Subscriber Content that is posted by a Subscriber, which allegedly does not conform to these Terms of Use or are abusive, illegal, or disruptive, Grace Hill may investigate the allegation and determine in good faith and in its sole discretion whether to remove or request the removal of the communications, information, Grace Hill Content, or Subscriber Content (“*Offensive Post*”), suspend such Subscriber’s use of or access to the Site and/or the Services. Grace Hill reserves the right to expel and/or deny access to Visitors or Subscribers to prevent their further access to the Site and/or the Services for violating the Agreement or any applicable laws. Grace Hill further reserves the right to remove, erase or over-write Offensive Posts or any information or content in connection therewith. Grace Hill may take any action at any time with respect to Visitor- or Subscriber-submitted information or Subscriber Content that it deems necessary or appropriate if, in its sole discretion, it believes it may create liability for Grace Hill, harm any other Visitor or Subscriber or may cause Grace Hill to lose (in whole or in part) the services of its Internet Service Providers, Application Service Providers, or other suppliers.

Limitation of Liability and Disclaimer of Warranties

YOU AGREE THAT USE OF OR ACCESS TO VISION X, THE GRACE HILL CONTENT AND THE SERVICES IS ENTIRELY AT YOUR OWN RISK. VISION X, THE GRACE HILL CONTENT AND THE SERVICES ARE PROVIDED “AS-IS,” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY FOR INFORMATION, THE SERVICES, UNINTERRUPTED OR ERROR FREE ACCESS OR USE OF THE SITE AND SERVICES, OR GRACE HILL CONTENT PROVIDED THROUGH OR IN CONNECTION WITH VISION X OR THE SERVICES, INCLUDING WITHOUT LIMITATION OUR SOFTWARE OR SERVICES LICENSED TO YOU AND THE RESULTS OBTAINED THROUGH VISION X (UNLESS SUCH WARRANTIES ARE LEGALLY INCAPABLE OF EXCLUSION).

SPECIFICALLY, WE DISCLAIM ANY AND ALL WARRANTIES WITH RESPECT TO THE VISION X SITE, GRACE HILL CONTENT OR THE SERVICES, INCLUDING WITHOUT LIMITATION ANY AND ALL: (A) WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY OR CONTENT OF THE SITE, THE GRACE HILL CONTENT OR THE SERVICES; (B) WARRANTIES OF TITLE; (C) WARRANTIES OF NON-INFRINGEMENT; AND (D) WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER OF LIABILITY APPLIES TO ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY, INOPERABILITY OR TRANSMISSION, COMPUTER VIRUS, MALICIOUS SOFTWARE, CYBER-ATTACK, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORD, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION. YOU SPECIFICALLY ACKNOWLEDGE THAT WE ARE NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER VISITORS OR SUBSCRIBERS OR THIRD PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

NEITHER WE NOR ANY OF OUR AGENTS, AFFILIATES, OTHER AFFILIATED PERSONS OR ENTITIES, CO-BRANDERS, OR PARTNERS SHALL BE LIABLE FOR ANY DIRECT (IN EXCESS OF THE LIMITATION OF LIABILITY HEREINAFTER PROVIDED), INDIRECT OR INCIDENTAL DAMAGES, LOST PROFITS OR DATA, OR SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF USE OF VISION X, THE GRACE HILL CONTENT OR THE SERVICES, OR INABILITY TO GAIN ACCESS TO OR USE OF VISION X OR THE

SERVICES WHETHER BASED ON BREACH OF WARRANTY, CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT GRACE HILL IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL OR CERTAIN OTHER DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT SHALL GRACE HILL'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION EXCEED THE AMOUNT, IF ANY, THAT YOU PAID TO GRACE HILL OVER THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DATE OF THE CLAIM OF LIABILITY, OR FIFTY DOLLARS, WHICHEVER IS GREATER.

Links to Other Websites

Vision X provides, or may from time to time provide, links to third party websites via which third party services or third party content can be accessed or downloaded (e.g., third party payment processors). Because we have no control over such third party websites, services or content, you acknowledge and agree that Grace Hill is not responsible for the availability, content, services, acts or omissions of such external websites or resources or their owners, and does not endorse and is not responsible or liable for any content, advertising, products, services, or other materials on or available from such websites or resources. You further acknowledge and agree that Grace Hill is not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with your use of or reliance on any such content, advertising, products, services or other materials available on or through any such website.

Suspension, Termination and Survival

You may terminate your account and/or access at any time by providing written notification to us. Termination shall not affect your obligations to us in accordance with this Agreement or any additional terms.

We reserve the right in our sole discretion to terminate or suspend the Services, this Agreement, or your access to or use of Vision X at any time without notice for any reason, including, in the case of this Agreement, for your violation of any of its provisions. In the event of any such termination or suspension, Grace Hill will not be responsible for any lost opportunities or other damages or loss that you may incur as a result of such suspension or termination. Upon any breach by you of this Agreement, Grace Hill reserves the right, at its sole discretion, to pursue all of its legal remedies, including but not limited to deletion of your Subscriber Content, or communications with Vision X and immediate termination of your account and/or access.

The provisions of this Agreement, which by their nature extend beyond the termination of this Agreement, will survive termination of this Agreement or termination of your use or access to all or any portion of the Services.

Indemnity

You agree, to the fullest extent permitted by applicable law, to forever hold harmless, defend and indemnify Grace Hill and its agents, employees, representatives, directors,

officers, successors, and assigns other affiliates (“*Indemnified Parties*”) from and against any and all loss, cost, claims, liabilities, damages, disputes and expenses, including without limitation reasonable attorney’s fees and court costs, arising out of:

- (i) Your violation of any of the terms of this Agreement, or any information, software, files, messages or other Subscriber Content posted and/or transmitted to Vision X by you;
- (ii) Your uploading, posting, or otherwise using Vision X in any way whatsoever to make public any Subscriber Content or other information that is defamatory, slanderous, libelous, false, dishonest, unfounded, untruthful, inaccurate with respect to another Visitor, Subscriber, or any third party;
- (iii) Your use of and access to the Site, the Services, or the Grace Hill Content;
- (iv) Your violation of any third party right, including without limitation any copyright, property, or privacy right;
- (v) Any claim that your Subscriber Content communications, or postings causes damage to or infringes the intellectual property rights, privacy rights, or other rights of a third party; or
- (vi) Any claim that any Grace Hill Content, Subscriber Content, communications, or posting, by the another Visitor or Subscriber violates any of your rights, is untrue, is defamatory, is disparaging, is inaccurate, misrepresents you, misrepresents a product or service that you provide, or causes any loss, damage, lost opportunity, expense, harm, or injury to you, your agents, successors, or assigns.

The Indemnified Parties reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. In that event, you shall have no further obligation to provide defense to the Indemnified Parties in that matter, but shall remain responsible to reimburse Grace Hill and each of the Indemnified Parties for its defense expenses. This section shall survive the termination or cancellation of this Terms of Use or any termination or suspension of your use of or access to all or any aspect of the Services.

Your obligation not to transfer in violation of any law – and Transfer to the United States

If you are located outside of the United States, you are notified and aware that the Subscriber Content or other information you provide to us is anticipated to be transferred to the United States. Whenever you submit any Subscriber Content or other information to us, you consent to this transfer and all related transfers, and you promise and agree not to make any transfer (including without limitation, transfers to us) except as permitted by applicable law. We make no representation that the Subscriber Content, Grace Hill

Content, the Services or any posted information are appropriate or available for use in locations outside the United States. Access to or use of Vision X from jurisdictions where the Services, the Subscriber Content, or the Grace Hill Content or other information or communications, are or may be illegal, is prohibited. If you are an international Visitor or Subscriber (a) you are responsible for compliance with all local laws, (b) you represent and warrant that you are authorized to release to us the information contemplated in this Terms of Use, and (c) you forever release Grace Hill and the Indemnified Parties from claims, demands and damages (actual and consequential, direct and indirect) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with any violation of such local laws, and whether or not you may have made us aware of any such matters.

General Provisions

Severability / Waiver. If any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be automatically reformed and construed so as to be valid, legal, operative, and enforceable to the maximum extent permitted by applicable law while preserving its original intent. The invalidity of any part of this Agreement shall not render invalid the remainder of this Agreement. Additionally, no waiver of any provision of this Agreement or any rights or obligations of either you or us hereunder shall be effective, except pursuant to a written instrument signed by you and us waiving compliance, and any such waiver shall be effective only in the specific instance and for the specific purpose stated in such writing.

Even if we act in a way that you believe to be inconsistent with this Agreement, those actions will not be deemed a waiver or constructive amendment of this Agreement. Similarly, our failure to object to your breach of your obligations under this Agreement does not constitute a waiver of any of our rights.

Compliance with Laws. Each Visitor and Subscriber shall promptly comply, at its own cost and expense, in every material respect with all laws, ordinance, rules, regulations, and requirements of all federal, state, and local governmental authorities that are applicable to the activities or Services pursuant to this Agreement.

No Third Party Beneficiaries. This Agreement shall inure to the benefit of and shall be binding upon you and us and our respective permitted successors and assigns. Except as expressly provided herein, there are no third party beneficiaries to this Agreement.

Relationship of the Parties. You and Grace Hill are acting as independent contractors with respect to the activities hereunder. Nothing in this this Agreement shall be deemed to create any type of agency, joint venture, or partnership relationship between you or us. Neither you nor Grace Hill shall have any right or authority to bind or obligate the other in any manner to any third party.

Assignment. Grace Hill reserves the right to assign the Agreement to a successor entity in the event of its dissolution, acquisition, sale of substantially all of its assets, merger or other change in legal status.

Section Headings. All Section, subsection, and paragraph headings are provided herein as a convenience only and do not affect the meaning or interpretation of this Agreement.

Governing Law. You agree to the fullest extent permitted by applicable law that any dispute between you and us will be governed by the laws of the United States of America and the State of South Carolina, without regard to conflict of laws principles, and that any legal action brought by one party against the other will be brought exclusively in the appropriate court within the State of South Carolina.

If you are located outside of the United States of America, you agree that to the extent permitted by the applicable governing law, by entering into this Agreement, you voluntarily subject yourself to the jurisdiction of the State or federal courts of Greenville County, South Carolina, and you agree that you may be sued in those courts and subject to the judgments and orders of those courts.

If you are a citizen of a country that does not permit Internet transactions to be governed by the laws of South Carolina and/or the applicable United States federal law as above referenced in accordance with this Agreement, please immediately cease use of Vision X and terminate your Account and/or access by written notification to us of such termination.

Contacting Us. We hope that you enjoy Vision X! If you have any questions or comments about this Agreement or Vision X, please contact us via email at notices@gracehill.com.