

VANTAGE APP TERMS OF USE

(Last revised July 2018)

YOU MUST READ AND AGREE TO THESE TERMS OF USE BEFORE USING THE APP

These terms and conditions of use (“Terms of Use” or “Terms”) govern your use of the Vantage Smart Parks Ltd., a Canada limited corporation with an address of 6700 McMillan Way, Richmond, British Columbia, Canada (“VANTAGE”) [Vantage] mobile application (the “App”). These Terms of Use incorporate by this reference the additional terms and conditions posted by VANTAGE through the App or otherwise made available on the VANTAGE website found at [<http://www.vantage.co>] including the terms of use at [<http://www.vantage.co/data/termsfuse.html>]. Please also consult our Privacy Policy at [<http://www.vantage.co/data/privacy.html>] for a description of our privacy practices and policies, which are incorporated into these Terms of Use by this reference. Compliance with these Terms of Use is a condition of your use of the App. If you do not agree to be bound by the Terms of Use, including the website terms of use and privacy policy, promptly exit this App. In the event of a conflict between these Terms of Use and the terms of use set forth on the website, the terms of use set forth on the website, including the privacy policy will govern.

THESE TERMS OF USE ARE A BINDING LEGAL AGREEMENT. BY CLICKING “AGREE” OR BY ACCESSING AND USING THE APP, YOU SPECIFICALLY ACKNOWLEDGE AND AGREE TO THESE TERMS ON BEHALF OF YOURSELF OR THE ENTITY YOU REPRESENT IN CONNECTION WITH THE ACCESS AND USE. IF YOU DO NOT AGREE WITH ANY ELEMENT OF THESE TERMS OF USE, YOU SHOULD DELETE THE APP AND CEASE ACCESSING OR USING THE APP.

A PRIMARY FUNCTION OF THE APP IS TO ALLOW YOU TO ENHANCE A VISIT TO A THIRD PARTY SITE, INCLUDING THE DAY OF YOUR VISIT. BY CLICKING “AGREE” AND USING THE APP, YOU ARE SPECIFICALLY ACKNOWLEDGING THAT VANTAGE HAS NO CONTROL OVER SOME ELEMENTS OF THE APP, AND NO CONTROL OVER THE THIRD PARTY PRODUCTS AND SERVICES CONTROLLED BY THE APP. YOU ACKNOWLEDGE AND AGREE THAT VANTAGE HAS NO RESPONSIBILITY OR LIABILITY FOR YOUR USE OF THE APP.

THE APP INCLUDES SERVICES PROVIDED BY OR ON BEHALF OF THIRD PARTIES, ALL OF WHICH ARE REFERRED TO AS THE “THIRD PARTY SERVICES”. THE THIRD PARTY SERVICES ARE NOT PROVIDED BY VANTAGE, AND VANTAGE IS NOT RESPONSIBLE FOR THE THIRD PARTY SERVICES.

You will comply with the terms of use and policies of each app store from which you acquire the App.

These Terms of Use provide that all disputes between you and VANTAGE will be resolved by BINDING ARBITRATION. ACCORDINGLY, YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT (INCLUDING IN A CLASS ACTION) to assert or defend your rights under these Terms of Use (except for matters that may be taken to small claims court). Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury and your claims cannot be brought as a class action. Please review the Section below titled Dispute Resolution; Arbitration Agreement for the details regarding your agreement to arbitrate any disputes with VANTAGE.

By clicking “AGREE” or beginning use of the App or any service accessible through the App you represent and warrant to VANTAGE that: (1) your use of the App will be conducted in compliance with every applicable law; and (2) you have read these Terms of Use, you understand these Terms of Use, and you agree to be bound by these Terms of Use.

1. ELIGIBILITY.

BY USING THE APP, YOU REPRESENT AND WARRANT TO VANTAGE THAT YOU ARE AT LEAST THIRTEEN YEARS OLD. IF YOU ARE AN INDIVIDUAL ACCESSING OR USING THE APP ON BEHALF OF, OR FOR THE BENEFIT OF, ANY CORPORATION, PARTNERSHIP OR OTHER ENTITY WITH WHICH YOU ARE ASSOCIATED (AN "ORGANIZATION"), THEN YOU ARE AGREEING TO THE TERMS OF USE ON BEHALF OF YOURSELF AND SUCH ORGANIZATION, AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND SUCH ORGANIZATION TO THESE TERMS OF USE. REFERENCES TO "YOU" AND "YOUR" IN THESE TERMS OF USE WILL REFER TO BOTH THE INDIVIDUAL ACCESSING THE APP AND TO ANY SUCH ORGANIZATION. REFERENCES TO "WE," "US," AND "OUR" REFER TO VANTAGE.

2. PERMITTED USES OF THE APP.

You may use the App only in complete conformity with all applicable laws and regulations and with these Terms of Use. Your use of the App in a manner that violates these Terms of Use, or violates any law, could result in termination of your access to the App and further action as described in these Terms and Conditions.

3. APP LIMITATIONS.

[tbd]

4. SERVICE FEATURES.

[tbd]

5. PROHIBITED USES OF THE APP.

You agree not to operate the App in a manner that is illegal, unsafe, reckless, or contrary to these Terms of Use.

BY CLICKING "AGREE" YOU AGREE NOT TO:

- a. probe, scan, or test the vulnerability of any system or network;
- b. breach or otherwise circumvent any security or authentication measures;
- c. access, tamper with, or use non-public areas or parts of the App, or shared areas of the App you haven't been invited to;
- d. interfere with or disrupt any user, host, or network, for example by sending a virus, overloading, flooding, spamming, or mail-bombing any part of the App;
- e. access, search, or create accounts for the App by any means other than our publicly supported interfaces (for example, "scraping" or creating accounts in bulk);
- f. send unsolicited communications, promotions or advertisements, or spam;
- g. send altered, deceptive or false source-identifying information, including "spoofing" or "phishing";
- h. promote or advertise products or services other than your own without appropriate authorization;
- i. abuse referrals or promotions to get more storage space than deserved;

- j. circumvent storage space limits;
- k. publish or share materials that are unlawfully pornographic or indecent, or that contain extreme acts of violence;
- l. advocate bigotry or hatred against any person or group of people based on their race, religion, ethnicity, sex, gender identity, sexual preference, disability, or impairment;
- m. violate the law in any way, including storing, publishing or sharing material that's fraudulent, defamatory, or misleading;
- n. violate the privacy or infringe the rights of others;
- o. conduct fraudulent activity in connection with your use of the App including claiming a false affiliation, such as accessing another person's account, impersonating any person or entity, or falsifying your age;
- p. assist someone in violating any of the Terms of Use;
- q. reverse engineer or otherwise attempt to discover any portion of the App's source code;
- r. collect personal information about any other users or third parties without consent; and

VANTAGE accepts no liability for any civil fines or criminal sanctions arising from your operation of the App.

6. SUBMISSIONS.

Except where expressly provided otherwise by VANTAGE, all comments, feedback, information and data submitted to VANTAGE through, in association with or in regard to the App and/or any other VANTAGE goods or services ("Submissions") shall be considered non-confidential and VANTAGE's property. This may not include copyright ownership of images which you may upload, but does include an express license to use said images in any method VANTAGE sees fit and make compilations and derivative works thereof in all media now known or hereafter devised. Except as expressly enumerated in the preceding sentence, by providing such Submissions to VANTAGE, you agree to assign to VANTAGE, as consideration in exchange for the use of the App, all worldwide rights, title and interest in copyrights and other intellectual property rights to the Submissions. You represent that you have the right to grant VANTAGE these rights. VANTAGE shall be free to use and/or disseminate such Submissions on an unrestricted basis for any purpose. You acknowledge that you are responsible for the Submissions that you provide, and that you, not VANTAGE, have full responsibility for the Submissions, including their legality, reliability, appropriateness, originality and copyright.

You will not post any Submission that (a) is defamatory, abusive, harassing, threatening, or an invasion of a right of privacy of another person; (b) bigoted, hateful, or racially or otherwise offensive; (c) is violent, vulgar, obscene, pornographic or otherwise sexually explicit; or (d) otherwise harms or can reasonably be expected to harm any person or entity

VANTAGE reserves the right, but disclaims any obligation or responsibility, to (a) refuse to post or communicate or remove any Submission from any VANTAGE site that violates these Terms of Use and (b) identify any user to third parties, and/or disclose to third parties any Submission or personally identifiable information, when we believe in good faith that such identification or disclosure will either (i) facilitate compliance with laws, including, for example, compliance with a court order or subpoena, or (ii) help to enforce these Terms of Use and/or protect the safety or security of any person or property, including any VANTAGE site. Moreover, we retain all rights to remove Submissions at any time for any reason or no reason whatsoever.

CHILDREN

VANTAGE does not accept Submissions from persons under the age of 13 (“Child” or “Children”). Furthermore, VANTAGE does not accept any user who is a Child. You are ineligible to use this App if you are under the age of 13. If you are under the age of 18, you must have your parent or legal guardian set up your account and have them agree to these terms. If you are under the age of 18, your parent or legal guardian’s consent to these terms is ongoing and they hereby warrant that they will review these terms for changes, and if any occur, that they will be amenable thereto until you reach age 18, at which point you hereby give your consent to these terms. Furthermore, to the extent any user under the age of 18 makes a Submission of copyrighted materials heretofore, their parent or legal guardian hereby grants VANTAGE all rights to utilize the copyright and image / likeness embodied therein as further enumerated in this Agreement.

All Submissions must be true, and in accordance with the rights of privacy and publicity and all federal, state and international law. You may not upload an image or any likeness of another without their consent (or the consent of their parent or guardian if they are under the age of 18). If you do so, VANTAGE reserves the right to cancel or suspend your account. Furthermore, VANTAGE reserves the right to cancel or suspend your account, if in its sole discretion, it believes you are using VANTAGE for improper purposes, or any purpose inconsistent with its business.

7. DISCLAIMERS; NO WARRANTIES.

VANTAGE DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE APP TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND TITLE. ALL DISCLAIMERS OF ANY KIND (INCLUDING IN THIS SECTION AND ELSEWHERE IN THE TERMS OF USE) ARE MADE ON BEHALF OF VANTAGE AND ITS AFFILIATES AND SUBSIDIARIES.

THE VANTAGE APP IS MADE AVAILABLE TO YOU ON AN “AS IS,” “WHERE IS,” AND “WHERE AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY. VANTAGE DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE VANTAGE APP. VANTAGE DISCLAIMS ALL WARRANTIES REGARDING ALL INFORMATION PROVIDED BY THE VANTAGE APP, INCLUDING: 1) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND 2) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. VANTAGE DOES NOT WARRANT THAT THE SERVICE PROVIDED THROUGH THE APP WILL BE UNINTERRUPTED, SECURE, FREE OF ERRORS, FREE OF VIRUSES, FREE OF HARMFUL CODE, FREE OF OFFENSIVE CONTENT, OR EVEN OPERATE AT ALL. YOU ASSUME ALL RISK FOR ANY PROPERTY DAMAGE, INJURY, CIVIL PENALTY, CRIMINAL PENALTY, AND ALL OTHER TYPES OF LOSS THAT MIGHT RESULT FROM YOUR USE OR ACCESS TO THE APP AND THE INFORMATION PROVIDED TO YOU THROUGH THE APP.

YOU UNDERSTAND AND AGREE THAT SOME OF THE THIRD PARTY SERVICES ARE NOTIFICATION, SIGNALING AND DETECTION PRODUCTS AND SERVICES. THOSE PRODUCTS AND SERVICES DO NOT ELIMINATE OCCURRENCES OF NEGATIVE OCCURRENCES OR EMERGENCIES. FURTHER, YOU UNDERSTAND AND AGREE THAT THE THIRD PARTY SERVICES MAY NOT STOP, MINIMIZE, OR HELP IN THE EVENT OF SUCH OCCURRENCES OR EMERGENCIES. VANTAGE MAKES NO EXPRESS

OR IMPLIED WARRANTY OR REPRESENTATION (INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE) RELATED TO THE THIRD PARTY SERVICES, OR THE EFFICACY OF THE THIRD PARTY SERVICES.

BY CLICKING “**AGREE**” YOU ARE AGREEING THAT YOU ARE USING THE APP AT YOUR OWN DISCRETION AND RISK, AND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY AND ALL PROPERTY DAMAGE, PERSONAL INJURY, DAMAGE TO YOUR MOBILE DEVICE, AND LOSS OF DATA THAT RESULTS FROM YOUR USE, MISUSE, OR INABILITY TO USE THE APP.

8. TERMINATION.

You or we may suspend or terminate your account or your use of the App at any time, for any reason or for no reason. We reserve the right to change, suspend, or discontinue all or any aspect of this App at any time without notice.

Your violation of the Terms of Use will result in the immediate termination of your ability to use the App and all other services offered by VANTAGE. Additionally, VANTAGE reserves the right to terminate your access to any of its features at its sole discretion. Any and all saved data uploaded to any of VANTAGE’s servers may also be deleted by VANTAGE at its sole discretion. VANTAGE accepts no responsibility for data gathered and/or lost through the use of the App. We also reserve the right to modify and/or discontinue your access to the App and all other VANTAGE services at any time, temporarily or permanently, without notice to you. We accept no liability for any damage or loss resulting from our deletion of any and/or all of your data gathered through the use of any of VANTAGE’s applications including the App. By clicking “**AGREE**” you agree that when and if your account is deleted or your access to any of VANTAGE’s apps is restricted in any way VANTAGE will have NO RESPONSIBILITY to grant you access to such data or content.

9. VANTAGE DOES NOT PROVIDE THE SERVICES CONTROLLED BY THE APP.

VANTAGE does not provide the Third Party Services, and it is up to you to review and confirm all details of the Third Party Services, including any terms of use, privacy policies, end user license agreements, or other restrictions or limitations. It is your responsibility to ensure that you are using the Third Party Services in conformity with their conditions, and that you know how to operate the Third Party Services safely and effectively. Do not rely on the accuracy of any information in the App without independently verifying it. VANTAGE makes no representations or warranties with regard to the App or the content therein, including the Third Party Services.

The App may contain links or have references to websites, services or mobile applications controlled by parties other than VANTAGE. VANTAGE is not responsible for and does not endorse or accept any responsibility for the contents or use of these third party websites, services, or mobile applications. VANTAGE is providing these links to you only as a convenience, and the inclusion of any third party materials does not imply endorsement by VANTAGE of the linked website, services, mobile application, and/or the content and materials provided by or on behalf of a third party.

10. [SYSTEM REQUIREMENTS.]

11. **[END USER LICENSE AGREEMENTS.]**

12. **[THIRD PARTY SOFTWARE.]**

13. **[OPEN SOURCE.]**

14. **LICENSES FROM VANTAGE.**

You are being granted solely a revocable, limited license, in compliance with these terms.

15. **LICENSES FROM YOU.**

You grant to VANTAGE and its third party providers the non-exclusive, worldwide right to use, copy, transmit and display any data, information, content or other materials, provided to VANTAGE by you in the course of accessing and/or using the App. Notwithstanding the foregoing, VANTAGE's obligations regarding identification and other information concerning your personal information shall be governed by the terms of the Privacy Policy available at [\[http://www.vantage.co/data/privacy.html\]](http://www.vantage.co/data/privacy.html). The terms of the Privacy Policy are expressly incorporated herein as though set forth in full.

16. **YOU AGREE TO INDEMNIFY VANTAGE FOR YOUR USE OF THE APP.**

Except to the extent prohibited under any applicable law or regulation, by clicking "AGREE" you are agreeing to defend, indemnify, and hold harmless VANTAGE and its officers, directors, employees, consultants, affiliates, subsidiaries and agents from and against every claim, liability, damage, loss, judgment, award, costs, expenses, and fees (including attorney fees), arising out of or relating to: (1) your use and/or alleged use of, or activities in connection with the App; (2) any violation or alleged violation of the Terms of Use by you; (3) your use of the App to commit a violation of any third party's rights including but not limited to, privacy rights, intellectual property rights, real property rights, or any other rights; (4) any dispute between you and any other person or entity. However, we reserve the right and ability to assume the exclusive defense and control of any matter that would otherwise be subject to indemnification by you. Doing so does not limit your indemnification obligations with respect to that matter. By clicking "AGREE" you are agreeing to completely and fully indemnify VANTAGE and to cooperate with our defense of any claim.

17. **LIMITATION OF LIABILITY.**

IN NO EVENT WILL VANTAGE BE LIABLE TO YOU FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER FORM OF LOSS) ARISING OUT OF OR RELATING TO YOUR USE OF, ACCESS TO, OR INABILITY TO ACCESS OR USE, THE APP. THIS INCLUDES ANY CLAIM ARISING FROM DAMAGE OR HARM TO YOU AS A RESULT OF THE THIRD PARTY SERVICES OR THE APP, BASED ON ANY WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY VANTAGE ENTITY, SHAREHOLDER, OFFICER, OR AGENT HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.

EACH PROVISION OF THESE TERMS OF USE THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTY, OR EXCLUSION OF DAMAGES IS INTENDED AS AN ALLOCATION OF THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS OF THIS SECTION WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. ACCORDINGLY, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

18. RELEASE.

VANTAGE HEREBY DISCLAIMS, AND YOU HEREBY DISCHARGE, WAIVE, AND RELEASE VANTAGE AND ITS AFFILIATES AND THIRD PARTY PROVIDES AND EACH OF THEIR MEMBERS, OFFICERS, DIRECTORS, AGENTS, AND REPRESENTATIONS FROM ANY PAST, PRESENT, AND FUTURE CLAIMS, LIABILITIES, DAMAGES, AND DEMANDS, WHETHER KNOWN OR UNKNOWN, ARISING OUT OF OR RELATING TO THE APP OR YOUR USE OF THE APP. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." YOU HEREBY WAIVE ANY SIMILAR PROVISION IN ANY OTHER JURISDICTION.

19. DISPUTE RESOLUTION; ARBITRATION AGREEMENT.

We will work in good faith to resolve any issue you have with the App working in accordance with the stated specifications we provide, if you bring that issue to the attention of our customer service department. However, we realize that there may be rare cases where we may not be able to resolve an issue to a customer's satisfaction.

In the interest of resolving disputes between you and VANTAGE in the most expedient and cost-effective manner, you and VANTAGE agree that ALL disputes arising out of or related to the Terms of Use and/or your use of the App or any of VANTAGE's services and products, whether based in tort, statute, fraud, contract, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of these terms, will be resolved through final and binding arbitration before a neutral arbitrator instead of in a court by a judge or jury. Arbitration is more informal than bringing a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, and is subject to very limited review by courts. Arbitration allows for more limited discovery than in court, however, we agree to cooperate with each other to agree to reasonable discovery in light of the issues involved and amount of the claim. Arbitrators can award the same damages and relief that a court can award, but in so doing, the arbitrator shall apply substantive law regarding damages as if the matter had been brought in court, including without limitation, the law on punitive damages as applied by the United States Supreme Court. This arbitration provision shall survive termination of these Terms of Use and any other contractual relationship between you and VANTAGE. YOU

UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND VANTAGE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

Exceptions to Arbitration Agreement. Notwithstanding the paragraph above, nothing in these Terms of Use will be deemed to waive, preclude, or otherwise limit the right of either party to: (a) bring an individual action in small claims court; (b) pursue an enforcement action through the applicable federal, state, or local agency if such an action is available; (c) seek injunctive relief in a court of law; or (d) to file suit in a court of law to address an intellectual property infringement claim.

Arbitration Process. If you desire to assert a claim against VANTAGE, and you therefore elect to seek arbitration, you must first send to VANTAGE, by certified mail, a written Notice of your claim ("Notice"). The Notice to VANTAGE should be addressed to: [address] ("Notice Address"). If VANTAGE desires to assert a claim against you and therefore elects to seek arbitration, it will send, by certified mail, a written Notice to the most recent address we have on file or otherwise in our records for you. A Notice, whether sent by you or by VANTAGE, must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If VANTAGE and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or VANTAGE may commence an arbitration proceeding or file a claim in small claims court. During the arbitration, the amount of any settlement offer made by VANTAGE or you shall not be disclosed to the arbitrator. You may download or copy a form Notice and a form to initiate arbitration from the American Arbitration Association ("AAA") at www.adr.org. The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association, as modified by these Terms of Use, and will be administered by the AAA. The AAA Rules and Forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by requesting them from us by writing to us at the Notice Address. The arbitrator is bound by the terms of these Terms of Use. All issues are for the arbitrator to decide, including issues relating to the scope and enforceability of these Terms of Use, including this arbitration agreement. Any arbitration hearing will take place at a location to be agreed upon in [Orange County, California]. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Each party shall pay for its own costs and attorneys' fees, if any.

No Class Actions. YOU AND VANTAGE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and VANTAGE agree otherwise, the arbitrator may not consolidate more than one person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. If this specific provision is found to be unenforceable, then (a) the entirety of this arbitration provision shall be null and void, but the remaining provisions of these Terms of Use shall remain in full force and effect; and (b) exclusive jurisdiction and venue for any claims will be in state or federal courts in [Orange County, California].

20. PROPRIETARY RIGHTS AND INTELLECTUAL PROPERTY NOTICES.

The App and all other apps provided by VANTAGE are VANTAGE's property. The source code, visual interfaces, graphics, designs, information, compilations, data, computer code, products, software, services, manuals, and all other elements of the App are protected by intellectual property and other laws. Unless given the express consent by VANTAGE, you are not permitted to make use of any of VANTAGE's protected materials. Further, elements of the App are protected by copyright, trademark, trade dress and other laws and may not be copied or imitated in whole or in part.

The VANTAGE trademark and/or other identifiers referenced herein are trademarks of VANTAGE and/or its affiliates, and may be registered in certain jurisdictions.

21. CALIFORNIA LAW GOVERNS.

This Agreement and the relationship between you and VANTAGE, and your use of the App, shall be governed by the laws of the State of California, excluding its conflict of law provisions. If a lawsuit or court proceeding is permitted under these Terms, then you and VANTAGE agree to submit to the personal and exclusive jurisdiction of the state courts and federal courts located within [Orange County], California, for the purpose of litigating any dispute. VANTAGE makes no representation that the App, or any other items are appropriate or available for use in your location.

22. GENERAL TERMS.

VANTAGE LLC reserves the right to modify these Terms of Use without notice. You will be prompted to accept the new Terms of Use if necessary and in that case you will be bound by the subsequent Terms of Use upon clicking "AGREE."

Use of section headers in these Terms of Use is for convenience only and will not have any impact on the interpretation of any provision. If any provision or part of these Terms of Use is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect. You agree that the App shall be deemed a passive service that does not give rise to jurisdiction over VANTAGE, either general or specific, in jurisdictions other than California. These Terms of Use and any other items expressly incorporated by reference into these Terms of Use are the entire and exclusive understanding of the parties regarding your use of the App. You may not assign or transfer these Terms of Use or your rights or duties under these Terms, in whole or in part, by operation of law or otherwise, without VANTAGE's express written consent. VANTAGE may assign these Terms of Use at any time without notice or consent. The failure to require performance of any provision will not affect VANTAGE's right to require performance at any other time thereafter. A waiver of any breach or default of these Terms of Use, or any provision herein, will not constitute a waiver of any subsequent breach or default. Upon termination or expiration of these Terms of Use, Sections [] shall survive, along with any other terms or agreements incorporated by reference into these Terms of Use.

VANTAGE reserves the right to change these Terms of Use or its policies relating to the App at any time and from time to time, and such changes will be effective upon being posted herein. You should visit this page from time to time to review the then current Terms of Use because they are binding on you. Certain provisions of these Terms of Use may be superseded by expressly designated legal notices or terms located on particular pages of the App, which may be posted from time to time. Your continued use of the App after any such changes and/or postings shall constitute your consent to such changes.

The failure of either party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by such party in writing. Any and all rights not expressly granted herein are reserved by VANTAGE.

23. CONTACT INFORMATION.

If you have any questions about these Terms or Use, please contact VANTAGE at [\[support@vantage.co\]](mailto:support@vantage.co).

24. ELECTRONIC COMMUNICATIONS.

By using the App, you consent to receiving certain electronic communications from VANTAGE as further described in our Privacy Policy. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing.