



## Terms of Service

Last updated: April 3, 2019

Please read these Terms of Service ("Terms", "Terms of Service") carefully before using the <https://yourvone.com> website (the "Service") operated by V One, Inc. ("us", "we", or "our").

Your access to and use of the Service is conditioned upon your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who wish to access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you do not have permission to access the Service.

### Purchases

If you wish to purchase any product or service made available through the Service ("Purchase"), you may be asked to supply certain information relevant to your Purchase including, without limitation, your credit card number, the expiration date of your credit card, your billing address, and your shipping information.

You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct and complete.

The service may employ the use of third party services for the purpose of facilitating payment and the completion of Purchases. By submitting your information, you grant us the right to provide the information to these third parties subject to our Privacy Policy.

### Availability, Errors and Inaccuracies

We are constantly updating product and service offerings on the Service. We may experience delays in updating information on the Service and in our advertising on other web sites. The information found on the Service may contain errors or inaccuracies and may not be complete or current. Products or services may be mispriced, described inaccurately, or unavailable on the Service and we cannot guarantee the accuracy or completeness of any information found on the Service.

We therefore reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

### Contests, Sweepstakes and Promotions

Any contests, sweepstakes or other promotions (collectively, "Promotions") made available through the Service may be governed by rules that are separate from these Terms Conditions. If you participate in any Promotions, please review the applicable rules as well

as our Privacy Policy. If the rules for a Promotion conflict with these Terms of Service, the Promotion rules will apply.

## Subscriptions

Some parts of the Service are billed on a subscription basis ("Subscription(s)"). You will be billed in advance on a recurring and periodic basis ("Billing Cycle"). Billing cycles are set either on a monthly or annual basis, depending on the type of subscription plan you select when purchasing a Subscription.

At the end of each Billing Cycle, your Subscription will automatically renew under the exact same conditions unless you cancel it or V One, Inc. cancels it. You may cancel your Subscription renewal either through your online account management page or by contacting V One, Inc. customer support team.

A valid payment method, including credit card or PayPal, is required to process the payment for your Subscription. You shall provide V One, Inc. with accurate and complete billing information including full name, address, state, zip code, telephone number, and a valid payment method information. By submitting such payment information, you automatically authorize V One, Inc. to charge all Subscription fees incurred through your account to any such payment instruments.

If you're on a payment plan subscription, you will take delivery of the finished application product (the minimum viable product or version 1) after the final payment has been made.

Should automatic billing fail to occur for any reason, V One, Inc. will issue an electronic invoice indicating that you must proceed manually, within a certain deadline date, with the full payment corresponding to the billing period as indicated on the invoice.

## Buyout

V One, Inc., gives you the ability to walk away at any time with your source code and any and all materials for a one-time fee of \$10,500 for any mid-tier or starter plan and \$17,500 for any premium plan. This buyout amount is completely separate from any amount paid by the subscription over time and your aggregate subscription payments do not count toward the buyout amount.

## Deliverables

V One, Inc., gives you access to course and materials right away and gets you to your Minimum Viable Product ("MVP," "version 1") shortly after. We do not promise any results thereafter. After we start designing we do not allow any changes. In some cases, we may allow you to have one round of revisions during the design phase. But, unless follow-on purchases are made (after the initial release) we do not promise any services or technologic or design fixes or any additions at all. We define an "MVP" as 2-3 functions and launched in one of the app stores or launched website.

## Fee Changes

V One, Inc., in its sole discretion and at any time, may modify the Subscription fees for the Subscriptions. Any Subscription fee change will become effective at the end of the then-current Billing Cycle.

V One, Inc. will provide you with a reasonable prior notice of any change in Subscription fees to give you an opportunity to terminate your Subscription before such change becomes effective. Any fees incurred by your app or website, such as server and hosting fees may be passed on to the customer (you) at any time, if they become unreasonable compared to the subscription price (unreasonable is defined as more than 20 percent of the monthly subscription price).

Your continued use of the Service after the Subscription fee change comes into effect constitutes your agreement to pay the modified Subscription fee amount.

## Refunds

Except when required by law, paid Subscription fees and all other purchases are non-refundable. We are committed to helping with any issues you may have with our product. At the same time, we expect you to know what you are purchasing and why.

## Accounts

When you create an account with us, you guarantee that you are above the age of 18, and that the information you provide us is accurate, complete, and current at all times. Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account on the Service.

You are responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction of access to your computer and/or account. You agree to accept responsibility for any and all activities or actions that occur under your account and/or password, whether your password is with our Service or a third-party service. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you, without appropriate authorization. You may not use as a username any name that is offensive, vulgar or obscene.

We reserve the right to use first names, relevant stories and logos created regarding the course and products sold. If you have purchased from our site and have shared a story regarding success we can use this story, at least your first name and a logo you create for your company as an example in all promotional materials, websites or similar that we control.

We reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in our sole discretion. If you cancel your V One, Inc. subscription, we can reuse any and all material created.

### **Intellectual Property**

The Service and its original content, features and functionality are and will remain the exclusive property of V One, Inc. and its licensors (you). The Service is protected by copyright, trademark, and other laws of both the United States and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of V One, Inc.

You own all the content and customizations you pay for in addition to the subscription price. In addition, you own all the data you collect through your app and website. Modules that we create that are used for with your app or website may be re-used for our libraries. If you have discussed with us any proprietary information, we will not disclose or reuse this. We are joint owners of the IP, until you cancel, which you can do anytime. If you contribute IP, that IP is yours to keep and we will not reuse the IP for which you contribute. You can choose to buyout all the IP If you choose, at any time. At that point you can walk away with everything and we will not use anything you have paid for in full. See Buyout.

### **Links To Other Web Sites**

Our Service may contain links to third party web sites or services that are not owned or controlled by V One, Inc.

V One, Inc. has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third party web sites or services. We do not warrant the offerings of any of these entities/individuals or their websites.

You acknowledge and agree that V One, Inc. shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such third party web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third party web sites or services that you visit.

### **Termination**

We may terminate or suspend your account and bar access to the Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of the Terms.

If you wish to terminate your account, you may simply discontinue using the Service.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

## Indemnification

You agree to defend, indemnify and hold harmless V One, Inc. and its licensee and licensors, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) your use and access of the Service, by you or any person using your account and password, or b) a breach of these Terms.

## Limitation Of Liability

In no event shall V One, Inc., nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

## Disclaimer

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

V One, Inc. its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

## Exclusions

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

## Governing Law

These Terms shall be governed and construed in accordance with the laws of California, United States, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have had between us regarding the Service.

You agree to waive your right to any legal action or lawsuits against the Company or any of the executives, management directors or any stakeholders involved with the Company and you must mediate if you decide to pursue a disagreement.

### **Changes**

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will provide at least 15 days notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Service.

### **Contact Us**

If you have any questions about these Terms, please contact us.