

## **Varolo Terms of Service**

By using the website at [www.varolo.com](http://www.varolo.com) (“Site” or “Website”), you (“User”, “Registered User” or “You”) agree to abide by and be bound by these Terms of Service and all decisions of Varolo LLC, a Utah Limited Liability company (“Varolo” or “We”) related to use of the Website, which are final and binding in all respects.

### **PURPOSE**

Properly registered users (“Registered Users”) of the Varolo Website may view advertisements, respond to surveys and participate in other activities (collectively “Varolo Activities”), for which they are rewarded with accumulated payouts and/or other prizes (“Rewards”) and potentially entries (“Entries”) into the Varolo Online Sweepstakes.

### **ELIGIBILITY AND REGISTRATION**

To become a Registered User, you must be an individual, a legal resident of the United States or District of Columbia (excluding Puerto Rico and U.S. Territories), and at least 13 years of age. Groups, clubs, organizations, commercial partners and businesses cannot be Registered Users. You cannot combine, share or pool together your Varolo Accounts, Rewards or Entries with others.

You must request a Varolo Account using the registration process specified by Varolo. All information provided by You must be accurate and complete, or we may immediately terminate your account. Rewards awarded and/or in the process of being redeemed, or awards from the Online Sweepstakes will be forfeited if We learn You have provided false information.

### **AWARDS AND PAYMENTS**

All Rewards will be paid in a manner and under terms specified by Us. We reserve the right to pay Rewards only after You have accumulated a sufficient amount that makes it reasonable for Us to process (e.g. a \$20 minimum).

You are solely responsible for any tax liability in conjunction with obtaining or redeeming Rewards or Sweepstakes prizes. If the total fair market value of Your Rewards for prizes and/or cash equal or exceed \$600 in a year, You will receive an IRS 1099 Tax Form for the total fair market value of redemptions and/or prize(s) awarded. We may also withhold from You any amounts required by law for tax purposes. Any and all expenses in conjunction with enjoyment and use of prizes are Your sole responsibility.

Before processing any Reward or Sweepstakes prize, We may require You to provide us with proof of eligibility in a form determined by Us in our sole discretion. We may also require appropriate tax identification information as required by the Internal Revenue Service or other legal requirement for financial reporting purposes. Your failure to fully comply with any such request within the specified time period will result in disqualification for such Rewards or Sweepstakes, and termination of Your ability to use the Website, redeem or obtain Rewards or other prizes, and the closure of Your account.

We assume no responsibility for delays or technological errors that may result in an inaccurate balance of Rewards being displayed in Your Account or elsewhere on the website at any given time.

Rules for the Varolo Sweepstakes are posted separately on the site, and participation will be

limited as required by law. Void where prohibited.

## **YOUR VILLAGE AND COMMUNICATIONS**

Some Users may desire to build their Varolo Village by communicating with others through various methods. Your efforts to acquire Villagers must be performed through legal efforts and acceptable and appropriate business and ethical practices consistent with Varolo's operation. Some examples of practices that are not acceptable include: (a) using sexually explicit materials; (b) promoting violence or use violent materials; (c) promoting or using libelous or defamatory materials; (d) promoting discrimination, or employing discriminatory practices, based on race, sex, religion, nationality, disability, sexual orientation, or age; (e) promoting or undertaking illegal activities; (f) violating the intellectual property rights of others. If you use other services to communicate with and sign-up Villagers, you must comply with all of the applicable Terms of Service of those services, and all applicable laws (e.g., the CAN-SPAM Act of 2003 if you are using email). If you violate these requirements, we may terminate your account.

You may not use Varolo infrastructure to contact Villagers, or any other Varolo Users, for any purpose that is not directly and intentionally related to the operation of Varolo and its services.

## **AMENDMENTS**

We can change these Terms of Service if we provide you with notice by posting the change on the Varolo Website. For most changes, we will post the changes at least three days before they become effective, during which time you can send us comments and also determine whether you want to proceed as a Varolo User under the new terms. If you continue to use the Varolo Website after the changes become effective, then you have consented to the revised Terms of Service.

We can make changes for legal or administrative reasons, or to correct an inaccurate statement, upon notice without opportunity to comment.

## **TRADEMARKS AND TRADE DRESS**

VAROLO, the stylized "V", the "Varolo" mark with "eyes" and other Varolo graphics, logos, designs, page headers, button icons, scripts and service names are registered trademarks, trademarks or trade dress of Varolo in the U.S. and/or other countries. Varolo's trademarks and trade dress may not be used, including as part of trademarks and/or domain names, in connection with any product or service in any manner that is likely to cause confusion.

## **ACCOUNT CLOSURE AND TERMINATION**

We may close your Account upon your Request or on our own as specified in these Terms of Service. If your account is closed, all Rewards, redeemed or unredeemed, will be immediately forfeited without further notice and without any liability to Varolo. We will make reasonable efforts to contact You, based upon the email information that you provided.

If you violate the letter or spirit of these Terms Of Service, or otherwise create risk or possible legal exposure for us, we have the right to stop providing all or part of Varolo to you, including the closure of your Account. We will notify you by email or at the next time you attempt to access your Account.

## **RELEASE**

By registering and using the Website, participating in Varolo Activities and obtaining Rewards, you release and agree to hold harmless Varolo, its affiliated and subsidiary companies, partners who advertise their goods/services on the Varolo website, our advertising/promotion/marketing agencies and the directors, officers, agents, representatives, shareholders and employees of any of the above organizations, from any and all liability arising (directly or indirectly, in whole or in part) from use of the website or participation in any activities provided by Varolo.

We have no responsibility for:

(i) any incomplete, incorrect or inaccurate information, whether caused by website users, tampering, hacking or by any of the equipment or programming associated with or utilized in the Website, or by any technical or human error;

(ii) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of the Website;

(iii) any problems or technical malfunctions of any telephone network or lines, computer on-line-systems, servers or providers, computer equipment, software, programming or failure of e-mail to be sent by and/or received by Us and/or any person on account of technical problems or traffic congestion on the Internet or at any website or any combination thereof, or for injury or damage to registered individual's or to any person's computer (or any information/materials stored therein) related to or resulting from downloading materials from website or registering for/participating in the Varolo Activities;

(iv) any late, lost, stolen, illegible, garbled, misdirected, incomplete or mutilated registrations, Rewards, communications between Us and You, or postage due mail.

## **LIMITATIONS ON OUR LIABILITY**

WE TRY TO KEEP VAROLO RUNNING PROPERLY, BUG-FREE AND SAFE, BUT YOU USE VAROLO AT YOUR OWN RISK. WE PROVIDE VAROLO "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT GUARANTEE THAT VAROLO WILL BE SAFE OR SECURE. VAROLO IS NOT RESPONSIBLE FOR THE ACTIONS, CONTENT, INFORMATION, OR DATA OF THIRD PARTIES, AND YOU RELEASE US, OUR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE 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." WE WILL NOT BE LIABLE TO YOU FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF SERVICE OR VAROLO, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY ARISING OUT OF THESE TERMS OF SERVICE OR VAROLO WILL NOT EXCEED THE GREATER

OF ONE HUNDRED DOLLARS (\$100) OR THE AMOUNT YOU HAVE PAID US IN THE PAST TWELVE MONTHS. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, VAROLO'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

If at any time any provision of these Terms & Conditions is determined by a court of competent jurisdiction as being illegal, invalid or unenforceable in any respect, such provision will be deemed to be removed from these Terms & Conditions and replaced with a lawful provision most closely approximating the intent of the stricken provision; and, the illegality/invalidity/unenforceability of any stricken provision shall not affect the legality or validity or enforceability of any other provision of these Terms & Conditions.

No delay by Varolo in enforcing the provisions of these Terms & Conditions will in any way prejudice or restrict the rights of Varolo nor will any waiver of rights by Varolo operate as a waiver of any subsequent breach by a person of any provision of these Terms of Service.

#### **DISPUTES**

You will resolve any claim, cause of action or dispute ("Claim") that you have with us arising out of or relating to these Terms of Service or Varolo exclusively in a state or federal court located in Salt Lake County, Utah. The laws of the State of Utah will govern these Terms Of Service, and any claim that might arise between you and us, without regard to conflict of law provisions. You agree to submit to the personal jurisdiction of the courts located in Salt Lake County, Utah, for the purpose of litigating all such claims.

If anyone brings a claim against us related to your actions, content or information on Varolo, you will indemnify and hold us harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) related to such claim.