

USER AGREEMENT & TERMS OF SERVICE

Vitalink LLC - AllofUsChat.com

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⚠ PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THE ALLOFUSCHAT.COM SERVICE. BY ACCESSING OR USING THE SERVICE, YOU AGREE TO BE BOUND BY THESE TERMS.

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Section 1: Agreement Overview and Acceptance of Terms

1.1 Parties to this Agreement

This User Agreement and Terms of Service ("Agreement," "Terms," or "TOS") is a legally binding contract entered into between you, the individual or legal entity accessing or using the AllofUsChat.com platform ("User," "you," or "your"), and Vitalink LLC, a limited liability company duly organized and existing under the laws of the State of Texas, together with all of its subsidiaries, affiliates, parent companies, sister companies, successors, assigns, officers, directors, employees, contractors, agents, licensors, and service providers (collectively referred to as "Vitalink," "the Company," "we," "us," or "our").

Vitalink LLC is the sole corporate entity and limited liability company that owns, develops, operates, licenses, and maintains the proprietary software platform known as AllofUsChat.com. AllofUsChat.com (the "Platform," "Software," or "Service") is the exclusive intellectual property of Vitalink LLC and constitutes a proprietary software product developed by and belonging to Vitalink LLC. AllofUsChat.com is an international real-time chat and communication software platform featuring integrated multilingual translation capabilities, designed to connect users across geographic, linguistic, and cultural boundaries. All rights, titles, and interest in and to the AllofUsChat.com software, including all associated source code, object code, algorithms, databases, user interfaces, trade names, trademarks, domain names, and related intellectual property, are owned exclusively by Vitalink LLC. The Service encompasses all web-based interfaces, mobile applications, desktop clients, application programming interfaces (APIs), browser extensions, widgets, embedded features, and any other software or technology provided by Vitalink LLC in connection with the AllofUsChat.com platform, whether currently existing or developed in the future.

1.2 Acceptance of Terms

BY CREATING AN ACCOUNT, ACCESSING, BROWSING, DOWNLOADING, INSTALLING, OR IN ANY WAY USING THE SERVICE OR ANY PORTION THEREOF, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE LEGALLY BOUND BY THIS AGREEMENT IN ITS ENTIRETY, INCLUDING ALL POLICIES INCORPORATED HEREIN BY REFERENCE. If you do not agree to these Terms, you must immediately cease all use of the Service and delete any associated applications or account credentials.

Your continued use of the Service following the posting of any amendments, modifications, or updates to this Agreement constitutes your binding acceptance of such changes. It is your sole responsibility to review this Agreement periodically for updates. Vitalink will make reasonable efforts to notify users of material changes through in-platform notifications, email to the address associated with your account, or a prominent notice on the Service's landing page. However, the absence of such notice does not relieve you of your obligation to review this Agreement periodically nor does it create a basis for liability on Vitalink.

This Agreement incorporates by reference the following additional policies and documents, each of which forms an integral part of the contractual relationship between you and Vitalink: (a) the Vitalink Privacy Policy, accessible at allofuschat.com/privacy; (b) the Vitalink Community

Guidelines, accessible at allofuschat.com/community; (c) the Vitalink Cookie Policy, accessible at allofuschat.com/cookies; (d) any supplemental terms, end-user license agreements, or policies applicable to specific features, services, or promotions offered through AllofUsChat.com; and (e) any applicable enterprise or developer agreements if you are accessing the Service through an API or enterprise license.

1.3 Eligibility and Legal Capacity

To use the Service, you represent and warrant that:

- You are at least thirteen (13) years of age. Users between the ages of 13 and 17 may only use the Service with documented, verifiable parental or legal guardian consent. Vitalink reserves the right to request proof of parental consent at any time and to suspend or terminate accounts where such consent cannot be verified.
- You have reached the age of majority in your jurisdiction {typically 18 years of age, though this varies by country and region), or you have obtained lawful parental or legal guardian consent to enter into this Agreement and use the Service.
- You possess the legal authority, right, and capacity to enter into this Agreement on your own behalf or on behalf of a legal entity, and to comply with all of its terms and conditions.
- You are not located in, under the control of, or a national or resident of any country or territory subject to comprehensive embargoes or trade restrictions imposed by the United States government, including but not limited to Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk, and Luhansk regions of Ukraine, or any other jurisdiction designated by the Office of Foreign Assets Control (OFAC).
- You have not been convicted of, pled guilty or no-contest to, or are currently charged with any offense involving sexual misconduct, exploitation, trafficking, or crimes against minors in any jurisdiction worldwide.
- You are not a registered sex offender in any jurisdiction, whether domestic or international, and you are not subject to any court order, probationary condition, or legal restriction that would prohibit your use of internet-based communication platforms.
- Your use of the Service does not violate any applicable law, regulation, rule, ordinance, treaty, or international agreement, including but not limited to laws governing data protection, electronic communications, anti-terrorism, anti-money laundering, and consumer protection.
- You have not previously been suspended, banned, or removed from the Service by Vitalink for violations of this Agreement or any prior version thereof, unless Vitalink has expressly granted you written permission to create a new account.

1.4 Business Entities

If you are using the Service on behalf of a corporation, partnership, limited liability company, association, governmental agency, educational institution, non-profit organization, or any other legal entity, you represent and warrant that you have full authority to bind such entity to this Agreement, and your acceptance constitutes the entity's acceptance. In such cases, "you" and "your" refer to both you individually and the entity. If you do not have such authority, or if the entity does not agree to the terms of this Agreement, you must not accept this Agreement and may not use the Service on behalf of the entity.

Vitalink may require entities to enter into a separate enterprise or organizational agreement that supplements or modifies certain provisions of this Agreement. In the event of any conflict between such enterprise agreement and this Agreement, the enterprise agreement shall control with respect to the entity's use of the Service.

1.5 Parental Responsibility and Minor Users

Parents and legal guardians who permit minors between the ages of 13 and 17 to use the Service assume full responsibility for the minor's compliance with this Agreement, the minor's conduct on the Platform, and any content the minor submits, posts, or transmits through the Service. Vitalink encourages parents and guardians to monitor their children's online activities and to educate them about safe and responsible internet use. Vitalink provides parental control features and privacy settings that parents and guardians are encouraged to configure appropriately.

VitaLink does not knowingly collect personal information from children under the age of 13 without verifiable parental consent, in compliance with the Children's Online Privacy Protection Act (COPPA), 15 U.S.C. § 6501 et seq., and applicable international child privacy laws. If Vitalink becomes aware that it has collected personal information from a child under 13 without appropriate consent, Vitalink will take prompt steps to delete such information.

Section 2: Description of Service

2.1 Nature of Service

AllOfUsChat.com provides a cloud-based, real-time international messaging and communication platform incorporating artificial intelligence-driven translation technology supporting multiple languages. The Service includes AllOfUsChat.com and any related websites, mobile applications, desktop applications, APIs, integrations, browser-based tools, widgets, embedded features, and other functionality made available by VitaLink now or in the future.

Features may include messaging, translation, file sharing, user profiles, administrative tools, analytics, and other collaboration or communication tools. Certain file formats, size limits, and technical requirements may be described in applicable help-center materials, technical documentation, or in-product disclosures made available by VitaLink from time to time.

Where certain security or encryption features are offered, details may be described in then-current product or security materials made available by VitaLink in its discretion. Such materials are descriptive only unless expressly incorporated into a separate written agreement signed by VitaLink.

2.2 Service Availability and Uptime

VitaLink does not guarantee that the Service will be uninterrupted, error-free, secure, or available at all times. The Service may be modified, suspended, or discontinued, in whole or in part, at any time, with or without notice. Any uptime objective, performance target, roadmap statement, or similar metric described on the Service or in related materials is an internal operational goal only and does not constitute a warranty, representation, or service level commitment unless expressly set forth in a separate written agreement signed by VitaLink. Vitalink shall not be liable to you or any third-party for any modification, suspension, degradation of performance, or discontinuance of the Service or any feature thereof. VitaLink may perform maintenance, updates, upgrades, emergency fixes, or changes to the Service at any time. VitaLink will use commercially reasonable efforts to provide advance notice of planned material downtime when practicable.

2.3 Translation Services Disclaimer

The multilingual translation features provided within AllofUsChat.com are powered by automated artificial intelligence and machine learning systems, including neural machine translation models and large language models. Vitalink LLC expressly disclaims any warranty regarding the accuracy, completeness, reliability, timeliness, or fitness of translated content for any particular purpose. Translations are provided "as-is" and "as-available" without any guarantee of correctness.

You are solely responsible for reviewing and validating any translated, generated, or automated output before relying on it for business, legal, medical, safety, compliance, or other important purposes. VitaLink does not warrant the accuracy, completeness, or fitness of any automated or translated output.

Vitalink strongly recommends that users engage qualified human translators or interpreters for communications that require guaranteed accuracy as translation quality may vary by language pair, content complexity, domain-specific terminology, colloquial expressions, cultural context, and other factors beyond Vitalink's control.

Vitalink is not liable for any errors, omissions, misunderstandings, miscommunications, or consequences of any kind arising from reliance on automated translations as set forth herein.

~~Translation quality may vary by language pair, content complexity, domain-specific terminology, colloquial expressions, cultural context, and other factors beyond Vitalink's control.~~

2.4 Third-Party Integrations and Services

The Service may contain links to, integrations with, or features powered by third-party websites, services, applications, APIs, and content providers.

Vitalink does not endorse, control, audit, or accept responsibility for the content, functionality, privacy practices, security measures, or terms of service of such third parties. Your interactions with third-party services are governed exclusively by those services' own terms, conditions, and privacy policies. You acknowledge that your use of third-party services is at your own risk.

2.5 Beta Features and Experimental Services

From time to time, Vitalink may offer beta, preview, early access, or experimental features ("Beta Features") within the Service. Beta Features are provided for testing and evaluation purposes and may be incomplete, contain bugs or errors, or change significantly before general release. Vitalink makes no warranties or commitments regarding Beta Features and may modify, suspend, or discontinue any Beta Feature at any time without notice or liability. Your use of Beta Features is entirely at your own risk, and any feedback or data generated through Beta Features may be used by Vitalink to improve the Service without obligation or compensation to you.

Section 3: Accounts, Registration, and Security

3.1 Account Creation and Registration

To access certain features of the Service, you must register and create an account by providing the information requested during the registration process. You agree to provide accurate and complete information, and to maintain and promptly update such information throughout the duration of your account.

Providing false, misleading, incomplete, or fraudulent information during registration or at any time thereafter is a material breach of this Agreement and constitutes grounds for immediate account

suspension or termination.

Vitalink reserves the right to verify the accuracy of registration information and retains the right to deny registration or revoke access to any user.

3.2 Account Security and Credentials

You are solely responsible for maintaining the confidentiality and security of your account credentials, including your username, password, devices, and any multi-factor authentication credentials or recovery codes.

You agree to:

- Select a strong, unique password of at least twelve (12) characters that includes a combination of uppercase and lowercase letters, numbers, and special characters, and that is not used for any other online account or service.
- Enable and maintain two-factor authentication (2FA) where offered by Vitalink, using an authenticator application, SMS verification, or hardware security key as supported.
- Never share, disclose, or transfer your account credentials, including passwords, 2FA codes, or session tokens, with any third party under any circumstances.
- Immediately notify VitaLink of any unauthorized access to your account, any suspected security breach, or any other compromise of your account credentials by contacting security@allofuschat.com.
- maintain the security of your devices and access methods.

- Not knowingly use tools, configurations, or sharing practices that unreasonably compromise account security or circumvent VitaLink's security controls.

Vitalink shall not be liable for any loss, damage, unauthorized transactions, or liability resulting from your failure to comply with these security obligations. You are responsible for activity occurring through your account to the extent resulting from your failure to maintain the security of your credentials or devices, subject to your prompt notice of suspected unauthorized access and subject to applicable law. **You acknowledge that VitaLink will never request your password via email, chat, telephone, or any other communication channel.**

3.3 Account Ownership and Transferability

Accounts are personal, individual, and non-transferable. You may not sell, transfer, license, lease, lend, or assign your account, username, profile, or any account rights to any other person or entity without Vitalink's prior express written consent. Any unauthorized transfer or attempted transfer of an account is a violation of this Agreement and shall render the account subject to immediate termination. Vitalink retains the right to reclaim, reassign, or retire any username at its sole discretion, including but not limited to usernames that are inactive, infringing, misleading, or otherwise objectionable. VitaLink may suspend access to your account where reasonably necessary for security, fraud prevention, legal compliance, investigation of suspected misconduct, or to protect the Service, other users, or third parties.

3.4 Account Termination by User

You may delete your account at any time by using available account settings (accessible at allofuschat.com/settings/account) or by submitting a written deletion request to support@allofuschat.com. Upon deletion, your profile information, display name, and avatar will be removed from active display.

Account deletion initiates a data lifecycle process that may include:

1. prompt deactivation of your account and removal of certain profile information from active display;
2. deletion or anonymization of applicable personal data from active production systems within a commercially reasonable period, typically not exceeding ninety (90) days, unless a longer period is required or permitted by applicable law; and
3. retention of certain data as required or permitted for legal, compliance, security, fraud-prevention, backup, disaster recovery, business continuity, tax, accounting, dispute-resolution, or enforcement purposes.

Data shared with other users, copied by other users, retained in backups, or retained in aggregated or de-identified form may remain after account deletion.

The specific categories and retention periods for such data are described in Vitalink's Privacy Policy.

3.5 Inactive Accounts

VitaLink reserves the right to suspend or delete accounts that have been inactive for an extended period of time as determined by Vitalink in its sole discretion.

Section 4: User Conduct and Acceptable Use Policy

4.1 Permitted Uses

You agree to use the Service only in compliance with all applicable local, state, federal, national, and international laws, regulations, ordinances, treaties, and directives, and in strict accordance with this Agreement, the Vitalink Community Guidelines, and all other policies incorporated herein by reference.

4.2 Prohibited Conduct

You agree that you will not, and will not permit, facilitate, encourage, assist, or enable any third party to engage in any of the following prohibited activities:

- Post, transmit, distribute, store, or make available content that is unlawful, defamatory, libelous, slanderous, obscene, pornographic, sexually explicit, invasive of another's privacy, hateful, racially or ethnically offensive, threatening, harassing, abusive, discriminatory, or otherwise objectionable as determined by Vitalink in its sole discretion.
- Harass, threaten, intimidate, stalk, bully, abuse, demean, or target any individual or group based on race, ethnicity, national origin, religion, sex, gender, gender identity, sexual orientation, age, disability, veteran status, or any other protected characteristic under applicable law.
- exploit, harm, or attempt to exploit or harm minors.
- Impersonate any person, company, entity, or organization.
- Engage in any form of fraudulent solicitation, deceptive communication, or unauthorized commercial messaging.
- Transmit, distribute, or introduce viruses, malware, ransomware, spyware, adware, worms, Trojan horses, keyloggers, rootkits, or any other harmful, malicious, or disruptive software code or technology.
- Attempt to gain unauthorized access to any portion of the Service, other users' accounts, or any computer systems, servers, networks, databases, or infrastructure connected to the Service.
- Use automated bots, scrapers, crawlers, spiders, data mining tools, or other automated means to access, collect data from, index, or interact with the Service without Vitalink's prior express written

authorization.

- Circumvent, disable, interfere with, or attempt to bypass any security, authentication, access control, encryption, digital rights management, rate limiting, or content filtering mechanisms.
- Take any action to derive the source code, algorithms, data structures, or underlying architecture of the Service or any component thereof.
- Use the Service for the unauthorized reproduction, distribution, public display, public performance, or transmission of copyrighted material, trademarks, trade secrets, or other intellectual property belonging to third parties.
- interfere with or disrupt the integrity, security, or performance of the Service.
- Use the Service to solicit, promote, advertise, market, or sell products, services, events, or any commercial offerings without Vitalink's express written authorization.
- Collect, harvest, aggregate, or store personal data, contact information, or any other information about other users.
- Use the Service in connection with any illegal activity, scheme, or any other fraudulent or deceptive financial arrangement.
- Facilitate, promote, or support the purchase, sale, trade, trafficking, manufacture, or distribution of controlled substances, illegal drugs, prescription medications without valid prescription, firearms, ammunition, explosives, or other regulated, restricted, or prohibited items under applicable law.
- Engage in activities that constitute cybercrime under applicable law.
- Create or operate multiple accounts for deceptive or illegal purposes.
- Use the Service to plan, coordinate, promote, or carry out acts of terrorism, violent extremism, mass violence, or any threat of physical harm to individuals, groups, or property.
- Share, distribute, or promote misinformation, disinformation, or deceptive content that is intended to mislead others, manipulate public opinion, or cause harm, particularly regarding public health, elections, or public safety.

4.3 Content Standards

All content submitted, posted, transmitted, or made available through the Service ("User Content") must comply with Vitalink's Content Standards and Community Guidelines or other policies expressly incorporated into this Agreement. VitaLink reserves the right to determine, in its sole discretion, whether any content violates these standards.

4.4 Monitoring, Moderation, and Enforcement

Vitalink reserves the right, but is not obligated, to monitor, review, screen, filter, and moderate user activity and content on the Service for compliance with this Agreement and applicable law.

VitaLink may, in its sole discretion and without prior notice or liability, take any or all of enforcement actions and any other action Vitalink deems necessary to protect the safety, integrity, and reputation of the Service and its user community.

4.5 Reporting Violations

Vitalink encourages all users to report suspected violations of this Agreement, the Community Guidelines, or applicable law. Reports may be submitted through the in-platform reporting tools, by email to abuse@allofuschat.com, or through the reporting form at allofuschat.com/report. Vitalink takes all reports seriously and will investigate reported violations in a timely manner, though VitaLink is not obligated to disclose the results of any investigation or the specific enforcement actions taken.

Section 5: Intellectual Property Rights

5.1 Vitalink's Proprietary Rights

AllofusChat.com is the proprietary software product of VitaLink LLC. The Service, including all content, features, functionality, software, source code, object code, algorithms, data models, artificial intelligence models, translation engines, design elements, graphics, user interface designs, visual elements, logos, trademarks, service marks, trade names, trade dress, domain names, and all other materials made available through the AllofusChat.com software platform (collectively, "Vitalink Content"), are owned exclusively by Vitalink LLC or licensed to Vitalink LLC and are protected by applicable intellectual property laws. All rights, title, and interest not expressly granted herein are reserved exclusively by VitaLink LLC.

The Vitalink name and brand, the AllofusChat name, logo, and software identity, and all related names, logos, product and service names, designs, slogans, and taglines are the exclusive trademarks and intellectual property of Vitalink LLC. AllofusChat.com, as a software platform, is a proprietary product of Vitalink LLC, and no license, right, or interest in the underlying software is transferred to any user except the limited use license expressly granted in Section 5.2. You may not use Vitalink's or AllofusChat.com's marks, branding, or software identity without Vitalink's prior written permission. All other names, logos, product and service names, designs, and slogans referenced on the Service are the trademarks of their respective owners.

5.2 Limited License to Users

Subject to this Agreement, VitaLink grants you a limited, non-exclusive, non-transferable, non-

sublicensable, revocable license to access and use the Service for your personal, non-commercial purposes. This license does not permit you to: reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any VitaLink Content except as incidentally necessary for normal use of the Service; use any Vitalink Content for commercial purposes without VitaLink's prior written authorization; use any data mining, robots, or similar data gathering or extraction methods on Vitalink Content; or frame, mirror, or incorporate any portion of the Service into any other website, application, or service.

This license is automatically revoked upon termination of your account or this Agreement, or upon your breach of any provision of this Agreement. Upon revocation, you must immediately cease all use of Vitalink Content and destroy all copies thereof in your possession or control.

5.3 User-Generated Content License

By submitting, posting, uploading, transmitting, or otherwise making available any content, messages, files, images, videos, audio recordings, or materials through the Service ("User Content"),

you grant Vitalink LLC and its affiliates a worldwide, non-exclusive, royalty-free, perpetual, irrevocable, and fully sublicensable license to use, reproduce, modify, adapt, translate, publish, create derivative works from, distribute, perform, display, and otherwise exploit such User Content in any media format and through any distribution channel, in connection with operating, improving, promoting, marketing, and developing the Service and Vitalink's business, including but not limited to using User Content to train and improve Vitalink's translation algorithms and AI models.

You represent and warrant that: (a) you own all rights, title, and interest in the User Content you submit, or have obtained all necessary permissions, licenses, consents, and authorizations from the rightful owners; (b) your User Content does not infringe, misappropriate, or violate any third-party intellectual property rights, privacy rights, publicity rights, or other proprietary rights; (c) your User Content complies with all applicable laws, regulations, and this Agreement; and (d) your User Content does not contain any material that is defamatory, obscene, unlawful, or otherwise in violation of this Agreement. You retain ownership of your User Content, subject to the license granted herein.

5.4 Feedback and Suggestions

If you submit feedback, suggestions, or ideas regarding the Service, you grant VitaLink a worldwide, non-exclusive, perpetual, irrevocable, royalty-free license to use that feedback without restriction, limitation, attribution, compensation, or confidentiality obligation to you. Vitalink is under no obligation to implement or incorporate any feedback you provide.

5.5 Copyright Infringement - DMCA Policy

Vitalink respects the intellectual property rights of others and expects its users to do the same. In accordance with the Digital Millennium Copyright Act ("DMCA"), 17 U.S.C. § 512, VitaLink will respond expeditiously to claims of copyright infringement committed using the Service.

If you believe that material available on or through the Service infringes your copyright, you may submit a written notification to VitaLink's designated Copyright Agent at: dmca@allofuschat.com.

Your notification must include all elements required by 17 U.S.C. § 512(c){3}, including: (a) a physical or electronic signature of the copyright owner or a person authorized to act on their behalf; (b) identification of the copyrighted work claimed to have been infringed; (c) identification of the material that is claimed to be infringing, with sufficient detail for Vitalink to locate it on the Service; (d) your contact information, including address, telephone number, and email address; (e) a statement that you have a good faith belief that use of the material is not authorized by the copyright owner, its agent, or the law; and (f) a statement, made under penalty of perjury, that the information in the notification is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Vitalink reserves the right to remove or disable access to allegedly infringing material and to terminate the accounts of repeat copyright infringers in accordance with 17 U.S.C. § 512(i). If you believe that your content was removed or disabled in error, you may submit a counter-notification as provided by the DMCA.

Section 6: Privacy and Data Protection

6.1 Privacy Policy

By using the Service, you consent to the data practices described in the Privacy Policy, accessible at allofuschat.com/privacy and which is incorporated into this Agreement by reference. Vitalink encourages you to read the Privacy Policy carefully and review it periodically for updates.

6.2 Types of Data Collected

In connection with your use of the Service, Vitalink may collect the following categories of data: account registration information (name, email, phone number, date of birth); profile information you choose to provide; message content and communication metadata; device and hardware information (device type, operating system, unique device identifiers); network information (IP address, browser type, referring URLs); usage data and analytics (features accessed, frequency and duration of use, interaction patterns); location data (if you enable location services); payment and billing information (for paid subscriptions); cookies, web beacons, and similar tracking technologies; information obtained through third-party integrations you authorize; and any other information you voluntarily provide to Vitalink. Detailed information about each data category, the legal basis for processing, and applicable retention periods is provided in Vitalink's Privacy Policy.

6.3 International Data Transfers

Vitalink operates globally, and your personal data may be transferred to, stored in, and processed in countries other than your country of residence, including the United States and other jurisdictions where Vitalink, its affiliates, and its service providers maintain facilities.

By using the Service, you expressly consent to the transfer of your personal data to the United States and other countries where VitaLink and its service providers operate. For European users, please see Section 12.3 for additional information about GDPR-specific transfer safeguards.

6.4 Communications and Notifications

By creating an account, you consent to receive electronic communications from Vitalink

You may opt out of promotional and marketing communications at any time by using the unsubscribe link in the communication, adjusting your notification preferences in your account settings, or contacting support@allofuschat.com. However, you cannot opt out of transactional and administrative communications that are essential to the provision and security of the Service, as these are a necessary component of the Service relationship.

6.5 Data Retention and Deletion

Upon account deletion, VitaLink will delete or anonymize applicable personal data within a commercially reasonable period, typically not exceeding ninety (90) days, subject to retention for legal, compliance, security, fraud-prevention, backup, disaster recovery, business continuity, dispute-resolution, tax, accounting, and enforcement purposes.

Removal of information from active display or user access may occur before deletion or anonymization from production systems and backups. Retention periods vary by data category and are described in detail in the Privacy Policy.

6.6 Data Security

VitaLink implements and maintains reasonable and appropriate administrative, technical, and physical safeguards designed to protect personal data against unauthorized access, disclosure, alteration, destruction, and loss. Such safeguards may include, as appropriate, encryption in transit and at rest, access controls, authentication controls, logging and monitoring, vulnerability management, incident response procedures, employee training, and other protective measures. No method of transmission over the internet or method of electronic storage is completely secure, and VitaLink cannot guarantee absolute security.

By using the Service, you acknowledge and accept this inherent risk.

Section 7: Fees, Payments, and Subscriptions

7.1 Free and Paid Services

The Service may offer both free and premium paid subscription tiers. The features, capabilities, storage limits, and usage quotas available under each tier are described on AllofUsChat.com/pricing and may be updated from time to time. Vitalink reserves the right to change, modify, introduce, or discontinue any pricing, features, quotas, or subscription tiers at any time, with reasonable advance notice where required by law. Vitalink may also offer limited-time promotions, trial periods, and discounted pricing at its sole discretion, subject to additional terms specified at the time of the offer.

7.2 Payment Terms and Billing

For paid subscriptions and in-app purchases, you agree to provide accurate, complete, and current billing information, including a valid payment method (such as a credit card, debit card, or other accepted form of payment). By providing payment information and completing a purchase, you authorize Vitalink (and its designated payment processor) to charge your payment method for all fees incurred, including subscription fees, applicable taxes, and any additional charges disclosed at the time of purchase.

All fees are stated in United States Dollars (USD) unless otherwise indicated. Vitalink reserves the right to change its pricing at any time, provided that any increase in subscription fees will not take effect until the beginning of your next subscription renewal period, and Vitalink will provide advance notice of such changes. Fees are non-refundable except as expressly stated in this Agreement or required by applicable law. Vitalink reserves the right to suspend or terminate your access to paid features for non-payment or failed payment transactions.

7.3 Automatic Renewal and Cancellation

Subscriptions automatically renew at the end of each subscription period at the then-current rate, unless you cancel your subscription before the renewal date. You may cancel your subscription at any time through your account settings at allofuschat.com/settings/subscription or by contacting support@allofuschat.com. Cancellation will take effect at the end of the current billing period, and you will retain access to paid features until that date. No prorated refunds will be issued for cancellation during an active billing period unless required by applicable law.

Vitalink will provide advance notice of any material price changes before your next renewal via email to the address associated with your account and/or through in-platform notifications.

7.4 Refund Policy

Unless otherwise required by applicable law

, all fees paid to Vitalink are non-refundable. In its sole discretion, Vitalink may provide credits, refunds, or adjustments on a case-by-case basis in response to specific customer service requests. No refunds will be issued for partial subscription periods, unused features, or service interruptions.

7.5 Taxes and Government Charges

You are responsible for all applicable taxes, duties, levies, and government charges associated with your use of the Service. Vitalink may collect and remit applicable taxes on your behalf where required by law. If a tax exemption applies to your purchase, you may provide VitaLink with a valid exemption certificate, and Vitalink will adjust billing accordingly upon verification.

Section 8: Disclaimers of Warranties

THE SERVICE, INCLUDING ALL CONTENT, FEATURES, AUTOMATED OUTPUTS, AND BETA FEATURES, IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS, IMPLIED, OR STATUTORY. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, VITALINK LLC, ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, AND SERVICE PROVIDERS EXPRESSLY DISCLAIM ALL

WARRANTIES INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

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WITHOUT LIMITING THE FOREGOING, VITALINK DOES NOT WARRANT THAT: a) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; b)THE SERVICE OR ANY CONTENT WILL BE ACCURATE, COMPLETE, RELIABLE, OR CURRENT; OR c)ANY TRANSLATED, GENERATED, OR AUTOMATED OUTPUT WILL BE ERROR-FREE OR SUITABLE FOR ANY PARTICULAR PURPOSE. **YOUR USE OF THE SERVICE IS ENTIRELY AT YOUR OWN RISK.**

Section 9: Limitation of Liability and Indemnification

9.1 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, VITALINK AND ITS AFFILIATES, LICENSORS, SERVICE PROVIDERS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AND AGENTS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, DATA, GOODWILL, OR BUSINESS INTERRUPTION, ARISING OUT OF OR RELATING TO THE SERVICE OR THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE AGGREGATE LIABILITY OF VITALINK AND ITS AFFILIATES, LICENSORS, SERVICE PROVIDERS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AND AGENTS FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE SERVICE OR THIS AGREEMENT WILL NOT EXCEED THE GREATER OF: (A) THE AMOUNT YOU PAID TO VITALINK FOR THE SERVICE IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM; OR (B) ONE HUNDRED U.S. DOLLARS (US\$100).

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9.2 User Indemnification

You agree to defend, indemnify, and hold harmless Vitalink LLC and its subsidiaries, affiliates, licensors, service providers, and their respective officers, directors, employees, contractors, agents, successors, and assigns (the "Indemnified Parties") from and against any and all claims, demands, actions, suits, proceedings, liabilities, damages, judgments, awards, losses, costs, expenses, and fees (including reasonable attorneys' fees and expert witness fees) arising out of or relating to:

- your use of the Service;
- your User Content;
- your violation of this Agreement; or
- your violation of any law or third-party right.

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Vitalink reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you, in which case you agree to cooperate fully with VitaLink's defense of such claim. You shall not settle any claim subject to this indemnification without Vitalink's prior written consent.

9.3 Age Confirmation; Release and Indemnity

By downloading, accessing, registering for, or using the App, you represent and warrant that you are at least eighteen (18) years old and have the legal capacity to enter into this Agreement. If you are not at least eighteen (18) years old, you must not use the App except in those instances when there has been compliance with Section 1.1.

To the maximum extent permitted by applicable law, you release and forever discharge Vitalink and its affiliates, and each of their respective officers, directors, employees, contractors, agents, licensors, and service providers (collectively, the "Released Parties") from any and all claims, demands, causes of action, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) of every kind and nature, whether known or unknown, suspected or unsuspected, that arise out of or relate to (a) your access to or use of the App, (b) your breach of this Agreement or of any representation or warranty in this Agreement (including the age representation above), or (c) your violation of any law or the rights of any third party.

You will defend, indemnify, and hold harmless the Released Parties from and against any and all claims, demands, actions, suits, proceedings, damages, judgments, awards, losses, liabilities, penalties, fines, costs, and expenses (including reasonable attorneys' fees and court costs) arising out of or relating to (i) your access to or use of the App, (ii) your breach of this Agreement or of any representation or warranty in this Agreement (including the age representation above), (iii) any content, data, or materials you submit, post, transmit, or make available through the App, or (iv) your violation of any applicable law or the rights of any third party.

Vitalink may assume the exclusive defense and control of any matter subject to indemnification by you, and you agree to

cooperate with the defense and settlement of such matter. You may not settle any matter in a manner that imposes any liability or obligation on a Released Party without that Released Party's prior written consent.

Some jurisdictions do not allow certain releases, limitations, or indemnities. In those jurisdictions, this clause applies only to the maximum extent permitted by law.

Section 10: Texas-Specific Provisions

This Section applies specifically to users accessing or using the Service from within the State of Texas and supplements all other provisions of this Agreement.

10.1 Governing Law - State of Texas

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws principles.

10.2 Venue for Non-Arbitrated Disputes

Any dispute not subject to arbitration under Section 13, or for which arbitration is held unenforceable as to that particular dispute, must be brought exclusively in the state courts located in Harris County, Texas, or, if federal jurisdiction exists, the United States District Court for the Southern District of Texas, Houston Division.

Each party irrevocably consents to the personal jurisdiction and venue of those courts and waives any objection based on forum non conveniens to the fullest extent permitted by law.

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10.5 Texas Identity Theft Enforcement and Protection Act

Vitalink LLC complies with the Texas Identity Theft Enforcement and Protection Act (Tex. Bus. & Com. Code§ 521.001 et seq.) and maintains commercially reasonable safeguards to protect against unauthorized acquisition, access, use, or disclosure of sensitive personal information

10.6 Texas Data Privacy and Security Act (TDPSA)

For Texas residents, Vitalink operates in compliance with the Texas Data Privacy and Security Act (TDPSA), Tex. Bus. & Com. Code§ 541.001 et seq. Texas consumers have the rights set out in the TDPSA.

To exercise any of the above rights, Texas residents may submit a verifiable consumer request to: privacy@allofuschat.com, by mail to Vitalink LLC - Privacy Department, 5900 Balcones Drive STE 100, Austin, TX 78731, Texas, USA, or via the privacy controls available within your account settings at allofuschat.com/settings/privacy. Vitalink will acknowledge receipt of your request and respond as required by the TDPSA, with the option to extend the response period when reasonably necessary due to complexity or volume of requests. Vitalink will inform you of any extension and the reason therefor.

If VitaLink declines to take action on your request, VitaLink will inform you within the response period of the reasons for declining and provide instructions for appealing the decision. You may appeal Vitalink's decision by submitting an appeal to privacy-appeal@allofuschat.com. If your appeal is denied, you may file a complaint with the Texas Attorney General's office.

10.7 Texas Online Privacy Protection and COPPA Compliance

VitaLink's collection, use, and disclosure of personal information from Texas residents via AllofUsChat.com is governed by applicable Texas law and federal law. Vitalink does not knowingly collect personal information from children under 13 years of age without verifiable parental consent. If Vitalink

becomes aware that personal information has been collected from a child under 13 without appropriate parental consent, Vitalink will take prompt steps to delete such information and, if applicable, deactivate the associated account. Parents and guardians may contact Vitalink at privacy@allofuschat.com to review, request deletion of, or refuse further collection of their child's personal information.

10.8 Venue and Jurisdiction for Texas Users

For users located in Texas who are not subject to binding arbitration under Section 13 of this Agreement, or in those instances where the arbitration provision is unenforceable, you agree to submit to the exclusive personal jurisdiction of the state courts of Harris, Texas, and the United States District Court for the Southern District of Texas, and you irrevocably waive any objection to venue, personal jurisdiction, or forum non conveniens in such courts.

10.9 Texas Harmful Access by Computer Prohibition

Use of the Service in violation of the Texas Harmful Access by Computer statute (Tex. Penal Code § 33.01 et seq.) is strictly prohibited. VitaLink cooperates fully with Texas law enforcement authorities in investigating and prosecuting violations of computer crime statutes and reserves all civil and criminal remedies available under Texas law.

10.10 Texas Electronic Commerce Law

This Agreement is entered into in accordance with the Texas Uniform Electronic Transactions Act (UET A), Tex. Bus. & Com. Code § 322.001 et seq., and the federal Electronic Signatures in Global and National Commerce Act (E-SIGN Act), 15 U.S.C. § 7001 et seq. Your electronic acceptance of this Agreement constitutes a valid, legally binding signature and agreement under Texas and federal law. Electronic records and signatures related to transactions under this Agreement are enforceable to the same extent as handwritten signatures and paper documents.

10.11

Section 11: Americans with Disabilities Act (ADA) Compliance

Vitalink LLC is committed to ensuring that AllofUsChat.com is accessible to all users, including persons with disabilities. This Section describes our accessibility standards, commitments, and user rights.

11.1 ADA Commitment Statement

Vitalink LLC is committed to ensuring digital accessibility for people with disabilities. We continually improve the user experience for all users and apply relevant accessibility standards to ensure an equal and effective experience across the AllofUsChat.com platform and all associated mobile applications and client software.

11.2 Applicable Standards and Legal Framework

AllofUsChat.com strives to conform to Level AA of the Web Content Accessibility Guidelines (WCAG) 2.1 and 2.2, published by the World Wide Web Consortium (W3C) Web Accessibility Initiative (WAI).

The Service is additionally designed in consideration of Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. § 794d), as amended, to the extent applicable to Vitalink's operations, and in alignment with Title III of the Americans with Disabilities Act (ADA), 42 U.S.C. § 12182 et seq. Vitalink also considers applicable state accessibility laws and international accessibility standards to the extent applicable to Vitalink's global operations.

11.3 Accessibility Features

Vitalink implements and maintains available accessibility features on AllofUsChat.com, where technically feasible.

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11.4 Mobile Application Accessibility

Vitalink's mobile applications for iOS and Android are designed to support native accessibility features provided by each operating system. Vitalink is committed to implementing accessibility best practices as defined in Apple's Human Interface Guidelines, Google's Android Accessibility guidelines, and WCAG 2.1 Level AA criteria adapted for native mobile interfaces.

11.5 Reasonable Accommodations

If you require a specific accommodation to access or use AllofUsChat.com that is not currently provided, Vitalink will make reasonable efforts to provide such accommodation in accordance with applicable law. To request an accessibility accommodation, please contact Vitalink's Accessibility Team at: accessibility@allofuschat.com, by phone at [Phone Number], or by mail to: Vitalink LLC - Accessibility Compliance, 5900 Balcones Drive STE 100, Austin, TX 78731, Texas, USA. Accommodation requests will be reviewed and responded to within ten (10) business days.

11.6 Third-Party Content and Accessibility Limitations

Certain content, features, and functionalities within the Service may be provided by third parties and may not fully conform to accessibility standards. VitaLink cannot guarantee the accessibility of third-party content, widgets, embedded media, or external websites linked to or accessible through AllofUsChat.com. However, Vitalink will use reasonable commercial efforts to improve accessibility .

11.7 Ongoing Accessibility Efforts and Testing

Vitalink conducts periodic accessibility audits and testing
to identify and remediate any accessibility gaps.

11.8 Feedback and Accessibility Complaints

We welcome and encourage feedback about the accessibility of AllofUsChat.com. If you experience barriers to access, have difficulty using any features, or wish to report an accessibility issue, please contact us at: accessibility@allofuschat.com, by phone at [Phone Number], or by mail to: Vitalink LLC - Accessibility Compliance, 5900 Balcones Drive STE 100, Austin, TX 78731, Texas, USA.

11.9 Non-Discrimination Statement

Vitalink does not discriminate against users on the basis of disability in the provision of the Service. VitaLink prohibits retaliation against any user who reports an accessibility barrier, requests a reasonable accommodation, or files an accessibility complaint.

Section 12: International Use and Compliance

12.1 Global Operations and Local Compliance

VitaLink makes no representation or warranty that the Service is appropriate, lawful, or available for use in all locations, countries, or territories. If you access the Service from outside the United States, you do so on your own initiative and are solely responsible for compliance with all applicable local, national, and regional laws. Vitalink reserves the right to limit the availability of the Service or specific features to any geographic region or jurisdiction at any time and for any reason.

12.2 Export Controls and Sanctions Compliance

The Service and any software, technical data, or technology associated with it may be subject to United States export control laws and regulations, including the Export Administration Regulations (EAR), 15 C.F.R. Parts 730-774, and sanctions regulations administered by the Office of Foreign Assets Control (OFAC), 31 C.F.R. Part 500 et seq. You agree to comply fully with all applicable export laws and regulations. You represent and warrant that: (a) you are not located in, under the control of, or a national or resident of any country or territory subject to comprehensive U.S. embargo; (b) you are not designated on any U.S. government list of prohibited or restricted parties, including the OFAC Specially Designated Nationals (SDN) List, the Commerce Department's Denied Persons List, Entity List, or Unverified List; and (c) you will not use the Service for any purpose prohibited by applicable export laws or sanctions regulations, including the development, design, manufacture, or production of missiles, nuclear, chemical, or biological weapons.

12.3 GDPR - European Users

For users located in the European Economic Area (EEA), United Kingdom, or Switzerland, Vitalink processes personal data in accordance with the General Data Protection Regulation (GDPR), Regulation (EU) 2016/679; the UK General Data Protection Regulation (UK GDPR); and the Swiss Federal Act on Data Protection (nFADP), as applicable. To exercise any available rights under any applicable laws, please contact: gdpr@allofuschat.com or Vitalink's EU Representative at [EU Representative contact information].

You may obtain a copy of any applicable transfer safeguards by contacting gdpr@allofuschat.com.

12.4 CASL - Canadian Users

Vitalink complies with Canada's Anti-Spam Legislation (CASL), S.C. 2010, c. 23. Commercial electronic messages (CEMs) sent to Canadian users require express or implied consent in accordance with CASL requirements. You may withdraw your consent to receive CEMs at any time

by using the unsubscribe mechanism provided in the message, adjusting your account preferences, or contacting support@allofuschat.com.

12.5 Other International Privacy Frameworks

Vitalink is committed to respecting the privacy rights of users worldwide and strives to comply with applicable data protection and privacy laws in the jurisdictions where the Service is offered. Users with questions about their specific privacy rights under local law should contact privacy@allofuschat.com.

Section 13: Dispute Resolution and Arbitration

! PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY TRIAL.

13.1 Mandatory Binding Arbitration

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY TRIAL.

Except for disputes subject to the small claims court exclusion below and except for requests for injunctive or equitable relief as described herein, you and Vitalink agree that any dispute, claim, or controversy arising out of or relating to this Agreement, the Service, your relationship with Vitalink, or the interpretation, applicability, enforceability, or formation of this Agreement-including disputes about the existence, validity, scope, or enforceability of this arbitration agreement-shall be resolved exclusively by binding individual arbitration administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules {available at www.adr.org}, as supplemented by the terms herein.

Either party may commence arbitration by filing a written demand with the AAA and delivering a copy to the other party. Vitalink's address for arbitration notices is: Vitalink LLC - Legal Department, 5900 Balcones Drive STE 100, Austin, TX 78731, Texas, USA. Your address for arbitration notices is the email or mailing address associated with your account.

13.2 Class Action and Collective Action Waiver

YOU AND VITALINK AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY PURPORTED CLASS, COLLECTIVE, CONSOLIDATED, MULTI-PARTY, PRIVATE ATTORNEY GENERAL, OR REPRESENTATIVE PROCEEDING. The arbitrator may not consolidate more than one person's claims, may not preside over any form of representative or class proceeding, and may not award relief to any person or entity that is not a party to the arbitration. If a court or arbitrator determines that this class action waiver is unenforceable as to a particular claim or request for relief, then that claim or request for relief {and only that claim or request for relief} shall be severed from the arbitration and brought in a court of competent jurisdiction.

13.3 Arbitration Procedures and Rules

Arbitration will be conducted in the English language, in the State of Texas (or at a location mutually agreed upon by the parties, or by telephone or video conference if agreed). The arbitrator shall be a single neutral arbitrator selected in accordance with the AAA Consumer Arbitration Rules. The arbitrator shall have exclusive authority to resolve all threshold arbitrability questions, including whether this Agreement is enforceable, whether the dispute is arbitrable, and whether any condition precedent to arbitration has been satisfied. The arbitrator shall apply Texas substantive law (or, for claims arising under federal law, the applicable federal law) and shall follow applicable statutes of limitations. The arbitrator's award shall be final and binding on the parties, and judgment on the award may be entered in any court of competent jurisdiction. The arbitrator may award any relief that a court of competent jurisdiction could award, including injunctive relief and attorneys' fees where authorized by applicable law. The arbitrator shall provide a written, reasoned decision explaining the essential findings and conclusions on which the award is based.

13.4 Small Claims Court Exception

Notwithstanding the foregoing, either party may bring an individual action in small claims court if the claim qualifies under the jurisdictional limits of the applicable small claims court and remains in small claims court. If the claim is transferred, removed, or appealed to a court of general jurisdiction, the arbitration agreement shall apply.

13.5 Injunctive and Equitable Relief

Nothing in this Section shall prevent either party from seeking injunctive or other equitable relief from a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of intellectual property rights, confidential information, or other proprietary rights, pending the outcome of arbitration.

13.6 Jury Trial Waiver

BY AGREEING TO THESE TERMS, YOU AND VITALINK EACH KNOWINGLY, VOLUNTARILY, AND IRREVOCABLY WAIVE THE RIGHT TO A TRIAL BY JURY FOR ANY CLAIM OR CAUSE OF ACTION SUBJECT TO THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THIS WAIVER APPLIES WHETHER THE CLAIM IS RESOLVED IN COURT OR IN ARBITRATION.

13.7 Time Limitation on Claims

ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR USE OF THE SERVICE MUST BE FILED WITHIN ONE (1) YEAR AFTER THE DATE ON WHICH THE CLAIM OR CAUSE OF ACTION AROSE, OR WITHIN SUCH LONGER PERIOD AS MAY BE REQUIRED BY APPLICABLE MANDATORY LAW THAT CANNOT BE WAIVED BY AGREEMENT. FAILURE TO FILE WITHIN THE APPLICABLE PERIOD SHALL PERMANENTLY BAR ANY SUCH CLAIM. YOU ACKNOWLEDGE THAT THIS PROVISION LIMITS THE TIME WITHIN WHICH YOU MAY BRING A CLAIM AND THAT YOU ARE WAIVING ANY LONGER STATUTE OF LIMITATIONS THAT MIGHT OTHERWISE APPLY.

13.8 Opt-Out Right

You have the right to opt out of this arbitration agreement within thirty (30) calendar days of first accepting this Agreement or creating an account on AllofUsChat.com (whichever occurs first) by sending a written opt-out notice to: VitaLink LLC - Arbitration Opt-Out, 5900 Balcones Drive STE 100, Austin, TX 78731, Texas, USA, or by email to legal@allofuschat.com with the subject line "Arbitration Opt-Out." Your opt-out notice must include your full name, account username or email address, mailing address, and a clear statement that you wish to opt out of the arbitration and class action waiver provisions. If you timely opt out, you will not be bound by the arbitration and class action waiver provisions, but all other provisions of this Agreement will remain in effect.

13.9 Severability

If any part of this Section 13 is found unenforceable, the remaining portions will remain in effect to the fullest extent permitted by law, except that if the class action waiver is found unenforceable as to a particular claim or request for relief, that claim or request for relief will proceed in court and not in arbitration.

Section 14: Termination

14.1 Termination by Vitalink

Vitalink reserves the right, in its sole and absolute discretion, to suspend, restrict, or permanently terminate your access to the Service, your account, or any portion thereof, with or without notice and with or without cause, for any reason including but not limited to: your violation of this Agreement or any incorporated policy; suspected fraudulent, abusive, illegal, or harmful activity; prolonged account inactivity; failure to pay applicable fees; receipt of a valid legal order, subpoena, or government request; termination or expiration of Vitalink's agreements with third-party service providers; or for any other business reason at Vitalink's sole discretion. Vitalink may also suspend or terminate the Service in its entirety, or discontinue specific features or functionalities, at any time without prior notice.

14.2 Effect of Termination

Upon termination of your account or this Agreement for any reason, your right to access and use the Service immediately and automatically ceases. Vitalink may, but is not required to, delete your account data, User Content, and associated information in accordance with VitaLink's data retention policies and applicable law. Vitalink shall not be liable to you or any third party for any termination of your access to the Service.

The following Sections of this Agreement, by their nature, shall survive termination and continue in full force and effect: Section 5 (Intellectual Property Rights), Section 6 (Privacy and Data Protection, to the extent Vitalink retains data post-termination), Section 8 (Disclaimers of Warranties), Section 9 (Limitation of Liability and Indemnification), Section 10 (Texas-Specific Provisions), Section 13 (Dispute Resolution and Arbitration), Section 14 (Termination, this Section), and Section 15 (General Provisions), as well as any other provisions that by their terms or by implication are

intended to survive termination.

14.3 Data Export Upon Termination

Prior to terminating your account, you may request a copy of your personal data and User Content in a portable, machine-readable format by contacting support@allofuschat.com or using the data export tool available in your account settings at allofuschat.com/settings/data-export.

Vitalink will use commercially reasonable efforts to fulfill data export requests.

After termination, VitaLink is not obligated to maintain your account in an active state or provide ongoing access to your data except as required by applicable law or VitaLink's then-current retention and export processes.

Section 15: General Provisions

15.1 Entire Agreement

This Agreement, together with the Privacy Policy, Community Guidelines, Cookie Policy, and any other agreements, policies, supplemental terms, or guidelines expressly incorporated herein by reference, constitutes the entire agreement between you and Vitalink with respect to your access to and use of the Service and supersedes all prior and contemporaneous understandings, agreements, representations, warranties, and communications, whether written or oral, between you and Vitalink regarding the subject matter hereof.

15.2 Severability

If any provision of this Agreement is held unenforceable, the remaining provisions will remain in full force and effect to the fullest extent permitted by law.

15.3 Waiver

Vitalink's failure or delay in enforcing any right, provision, or remedy under this Agreement shall not constitute a waiver of such right, provision, or remedy, nor shall it be construed as a waiver of any subsequent breach or default. Any waiver of any provision of this Agreement must be in writing, signed by an authorized representative of Vitalink, and specific to the provision being waived. A waiver of any right or provision on one occasion shall not operate as a waiver of such right or provision on any future occasion.

15.4 Assignment and Transfer

You may not assign, transfer, delegate, or sublicense any of your rights or obligations under this Agreement without Vitalink's prior express written consent. Any attempted assignment or transfer in violation of this provision shall be null and void. Vitalink may freely assign, transfer, or delegate this Agreement, in whole or in part without notice to or consent from you.

Following any permitted assignment by Vitalink, this Agreement shall be binding upon and inure to the benefit of Vitalink's successors and assigns.

15.5 Force Majeure

VitaLink will not be liable for any delay or failure to perform resulting from causes beyond its reasonable control, including failures of telecommunications or internet services, utility failures, labor disputes, civil unrest, war, terrorism, natural disasters, epidemics, governmental actions, or failures of third-party service providers.

15.6 Notices

All legal notices, requests, demands, and other communications required or permitted under this Agreement to Vitalink must be submitted in writing to: legal@allofuschat.com, or by certified mail, return receipt requested, to: Vitalink LLC - Legal Department, 5900 Balcones Drive STE 100, Austin, TX 78731, Texas, USA. Vitalink may provide notices to you via the email address or contact information associated with your account, via in-platform notifications, or via a prominent notice posted on the Service. Notices to you shall be deemed received when sent to your account email address or when posted on the Service, whichever occurs first.

15.7 Language and Interpretation

This Agreement is made in the English language. In the event of any inconsistency, conflict, or ambiguity between the English version of this Agreement and any translation thereof into another language, the English version shall prevail and govern. All communications, notices, and proceedings arising under or related to this Agreement shall be in the English language unless otherwise agreed in writing by the parties.

15.8 Headings and Construction

Section headings, titles, and captions used in this Agreement are for convenience of reference only and shall not affect the meaning, interpretation, or construction of any provision of this Agreement. The words "include," "includes," and "including" are to be construed as non-exhaustive and followed by the phrase "without limitation." The terms "herein," "hereunder," "hereto," and similar terms refer to this Agreement as a whole and not to any particular Section or provision.

15.9 Updates and Amendments

Vitalink reserves the right to modify, amend, supplement, or replace this Agreement at any time in its sole discretion. Where required by applicable law, Vitalink will provide advance notice of material changes through one or more of the following methods: email notification to the address associated with your account; in-platform notification or banner; a prominent notice on the AllofusChat.com website or login page; or a push notification to your mobile device. Changes will be identified by an updated "Last Revised" date at the top of this Agreement. Your continued use of the Service after any modification constitutes your acceptance of the modified Agreement. If you object to any change, your sole and exclusive remedy is to discontinue use of the Service and close your account in accordance with Section 3.4.

15.10 No Third-Party Beneficiaries

This Agreement is intended solely for the benefit of Vitalink and you, and nothing in this Agreement, express or implied, is intended to or shall confer upon any third party any legal or equitable right, benefit, remedy, or claim under or by reason of this Agreement. Vitalink's affiliates, subsidiaries, licensors, and service providers are express third-party beneficiaries of the limitation of liability and indemnification provisions of this Agreement.

15.11 Relationship of the Parties

Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, employment, franchise, or fiduciary relationship between you and Vitalink. Neither party has the authority to bind the other or to incur any obligation on the other's behalf. You are an independent user of the Service, not an employee, agent, partner, or representative of Vitalink.

15.12 Contact Information

For general inquiries, support, or questions about this Agreement, please contact Vitalink at:

Vitalink LLC - AllofUsChat.com

General Support: support@allofuschat.com

Legal Department: legal@allofuschat.com

Privacy and Data Protection: privacy@allofuschat.com

GDPR Inquiries (European Users): gdpr@allofuschat.com

Accessibility: accessibility@allofuschat.com

DMCA / Copyright: dmca@allofuschat.com

Security: security@allofuschat.com

Abuse Reports: abuse@allofuschat.com

Website: www.allofuschat.com

Electronic Acknowledgment and Acceptance

BY CHECKING THE CHECKBOX ON THE ALLOFUSCHAT.COM REGISTRATION OR ACCOUNT ACCESS PAGE AND CLICKING "I AGREE" (OR SIMILAR AFFIRMATIVE ACTION), YOU ACKNOWLEDGE AND CONFIRM THE FOLLOWING:

- You have read this entire User Agreement & Terms of Service in its entirety, including all Sections, sub-sections, and all policies incorporated herein by reference.
- You understand all of the terms, conditions, rights, obligations, disclaimers, limitations, and restrictions set forth in this Agreement.
- You voluntarily and freely agree to be legally bound by all provisions of this Agreement, as amended from time to time in accordance with Section 15.9.
- If you are entering into this Agreement on behalf of a legal entity, you represent and warrant that you have the authority to bind that entity to this Agreement, and your acceptance constitutes the entity's acceptance.
- You understand that checking the checkbox and clicking "I Agree" constitutes your legally binding electronic signature under the Texas Uniform Electronic Transactions Act (UETA), the federal Electronic Signatures in Global and National Commerce Act (E-SIGN Act), and applicable international electronic signature laws.
- You understand that this Agreement includes a mandatory arbitration provision and a class action waiver (Section 13), which limit your rights to bring disputes in court or participate in class actions, and that you have the right to opt out of the arbitration provision within thirty (30) days as described in Section 13.8.

Version 1.0 - Effective January 1, 2025 - Last Revised February 2025