



Atosa Tech Application Terms of Use

Last Modified: 12/15/2024

1. Acceptance of the Terms of Use

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2. Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the App thereafter to the fullest extent permitted by law. Your continued use of the App following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page each time you access the App, so you are aware of any changes, as they are binding on you.

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We reserve the right to withdraw or amend this App, and any service or material we provide on the App, in our sole discretion without notice. We will not be liable if for any reason all or any part of the App is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the App, or the entire App, to

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In the event access to the App or a portion thereof is limited requiring a user ID and password ("**Protected Areas**"), you agree to access Protected Areas using only your user ID and password as provided to you by Atosa. You agree to protect the confidentiality of your user ID and password, and not to share or disclose your user ID or password to any third party. You agree that you are fully responsible for all activities occurring under your user ID. Your access to the App may be revoked by Atosa at any time with or without cause. You agree to defend, indemnify and hold Atosa harmless from and against all third party claims, damages and expenses (including reasonable attorneys' fees) against or incurred by Atosa arising out of your breach of these Terms of Use or violation of applicable law, your use of or access to the App, or access by anyone accessing the App using your user ID and password. You agree that all information you provide to register with this App or otherwise, including but not limited to through the use of any interactive features on the App, is governed by our Privacy Notice, and you consent to all actions we take with respect to your information consistent with our Privacy Notice.

You agree to: (a) provide true, accurate, current, and complete information when registering to use the App and establishing your account, and all other or additional information you input or load into the App in connection with your use of the App (collectively "**User Information**") and (b) maintain and promptly update the User Information to keep it true, accurate, current, and complete. If you provide any User Information that is untrue, inaccurate, not current, or incomplete, or if Atosa has reasonable grounds to suspect that such information is untrue, inaccurate, not current, or incomplete, Atosa will suspend or terminate your account. You are entirely responsible for maintaining the confidentiality of any passwords and any usage and activities that occur in connection with your account. You agree not to allow others to access your account or utilize your password. Doing so will compromise the security of your account.

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7. Prohibited Uses

You may use the App only for lawful purposes and in accordance with these Terms of Use. You agree not to use the App:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries) or these Terms of Use.
- To access data not intended for you, or to log onto a server or an account which you are not authorized to access or to attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization.
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail”, “chain letter” or “spam” or any other similar solicitation.
- To impersonate or attempt to impersonate Atosa, another Atosa employee, another user or any other person or entity (including, without limitation, by using e-mail addresses associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the App, or which, as determined by us, may harm Atosa or users of the App or expose them to liability.

Additionally, you agree not to:

- Use the App in any manner that could disable, overburden, damage, or impair the site or interfere with any other party’s use of the App, including their ability to engage in real time activities through the App.
- Except for ADA accessibility purposes, use any robot, spider or other automated means of any kind to access or copy data on the App, deep-link to any feature or content on the App, bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the App (collectively “**Automated Action**”). The App has several accessibility options to enable use of our App for everyone regardless of their circumstances. In the event our ADA accessibility options are not sufficient and your particular circumstances require using Automated Action on the App, please contact us through email at AtosaApp@atosausa.com or through phone at (855) 855-0399 for an accommodation.
- Use any manual process to monitor or copy any of the material on the App or for any other unauthorized purpose without our prior written consent.

- Use any device, software or routine that interferes with the proper working of the App.
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- Otherwise attempt to interfere with the proper working of the App.

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If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent necessary so that the remaining provisions of the Terms of Use will continue in full force and effect.

18. Entire Agreement

These Terms of Use and our Privacy Notice constitute the sole and entire agreement between you and Atosa with respect to the App and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the App, except for any existing employment agreements or company policies.

19. Your Comments and Concerns

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All other feedback, comments, requests for technical support and other communications relating to the App should be directed to: AtosaApp@atosausa.com