

# Viroke Technologies Inc. - Terms and Conditions

Effective Date: July 20, 2021

Welcome to Viroke Technologies Inc. ("Viroke," "we," "us," or "our"). These Terms and Conditions ("Terms") govern your access to and use of our services, including our website (viroke.com) and any related applications, products, or services (collectively, the "Services"). By accessing or using our Services, you agree to comply with and be bound by these Terms. If you do not agree to these Terms, please do not use our Services.

## 1. Acceptance of Terms

By accessing or using our Services, you confirm that you have read, understood, and agree to be bound by these Terms and our Privacy Policy. If you are using our Services on behalf of an organization, you represent and warrant that you have the authority to bind that organization to these Terms.

## 2. Changes to Terms

We reserve the right to modify these Terms at any time. We will provide notice of such changes by updating the Terms on our website and indicating the date of the latest revision. Your continued use of the Services after any such changes constitutes your acceptance of the new Terms.

## 3. Use of Services

- a. **Eligibility:** You must be at least 18 years old to use our Services. By using our Services, you represent and warrant that you meet this age requirement.
  
- b. **Account Registration:** To access certain features of our Services, you may be required to register for an account. You agree to provide accurate, current, and complete information during the registration process and to update such information as necessary.
  
- c. **User Responsibilities:** You are responsible for maintaining the confidentiality of your account information, including your password, and for all activities that occur under your account. You agree to notify us immediately of any unauthorized use of your account.

#### 4. Services Provided

- a. **Consulting Services:** Viroke provides tech consulting services, including the development of mobile apps, websites, and SaaS platforms. We tailor our solutions to meet specific client needs, leveraging cutting-edge technology and industry best practices.
  
- b. **Performance Metrics:** We establish clear KPIs to track progress and success, ensuring that our solutions align with business goals and drive measurable results.
  
- c. **Quality Assurance:** We implement robust testing, risk management, and quality control processes to deliver reliable and efficient solutions.
  
- d. **Scalability and Security:** We design systems that can grow with your business, ensuring security and compliance with industry standards.

## 5. Fees and Payment

a. Fees: The fees for our Services will be set forth in a separate agreement between you and Viroke. All fees are non-refundable unless otherwise stated in the agreement.

b. Payment Terms: Payment terms will be specified in the agreement. Failure to pay fees when due may result in the suspension or termination of your access to the Services.

## 6. Intellectual Property

a. Ownership: All intellectual property rights in the Services, including but not limited to software, content, and trademarks, are owned by Viroke or its licensors.

b. License: Subject to these Terms, Viroke grants you a limited, non-exclusive, non-transferable, and revocable license to access and use the Services for your internal business purposes.

## 7. Confidentiality

a. Definition: "Confidential Information" means any non-public information disclosed by one party to the other party, either directly or indirectly, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.

b. Obligations: Each party agrees to protect the other's Confidential Information with the same degree of care that it uses to protect its own confidential information, but in no event less than reasonable care. Confidential Information shall not be disclosed to any third party without the prior

written consent of the disclosing party.

## 8. Limitation of Liability

To the fullest extent permitted by law, Viroke shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from (i) your use or inability to use the Services; (ii) any unauthorized access to or use of our servers and/or any personal information stored therein; (iii) any interruption or cessation of transmission to or from the Services; (iv) any bugs, viruses, trojan horses, or the like that may be transmitted to or through our Services by any third party; or (v) any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the Services.

## 9. Indemnification

You agree to indemnify, defend, and hold harmless Viroke and its affiliates, officers, agents, employees, and partners from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising from or relating to (i) your use of the Services; (ii) your violation of these Terms; (iii) your violation of any rights of another party, including any users; or (iv) your violation of any applicable laws, rules, or regulations.

## 10. Termination

We reserve the right to terminate or suspend your access to the Services, without prior notice or liability, for any reason whatsoever, including without limitation if you breach these Terms. Upon

termination, your right to use the Services will immediately cease.

## 11. Governing Law

These Terms shall be governed and construed in accordance with the laws of the State of Delaware, USA, without regard to its conflict of law provisions.

## 12. Contact Us

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

Viroke Technologies Inc.

8, The Green Street

Dover, USA

Email: [support@viroke.com](mailto:support@viroke.com)

Website: [viroke.com](http://viroke.com)

By using our Services, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions.