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Terms of Service

In order to use the Velio Technologies Limited ("Velio"), API (the "API"), access the information contained on the Velio website (the "Website") or make use of the services provided by Velio (the "Service" or "Services"), you (hereinafter referred to as "You") must first read this agreement (the "Agreement") and accept it. You may not avail Yourself of the API, Website or Services if You do not accept this Agreement and the terms therein. You accept the terms of the Agreement by clicking to accept, by agreeing to the terms of the Agreement in the user interface for any Service, or by using the API or Services. In the latter case, You understand and agree that we will treat Your use of the Services as acceptance of the terms from that point onwards. BY USING THE VELIO WEBSITE AND SERVICES, YOU CONSENT TO THE TERMS AND CONDITIONS OF THESE TERMS OF SERVICE. IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE PLEASE DO NOT USE THE WEBSITE AND/OR SERVICES.

By putting a check mark next to I AGREE and clicking on GET STARTED or using the API or Services, You represent that You have read and agree to the terms and conditions of this Agreement. These terms and conditions will remain in effect throughout Your use of the Services and continue after this Agreement expires, cancels or is terminated. These terms and conditions are legally binding should You choose to register for the Service. You may not use the API or Services and may not accept the terms if (a) You are not of legal age to form a binding contract with us, or (b) You are a person barred from receiving the Services under the laws of the United States or other countries including the country in which You are resident or from which You use the Services. You agree to incorporate these policies into Your own products and policies and ensure that Your customers adhere to Velio's policies.

If You are accepting on behalf of Your employer or another entity, You represent and warrant that: (i) You have full legal authority to bind your employer, or the applicable entity, to these terms of service; (ii) You have read and understand this Agreement; and (iii) You agree, on behalf of the party that You represent, to this Agreement. If You don't have the legal authority to bind Your employer or the applicable entity, please do not put a check mark next to I AGREE and click on SUBMIT or use Velio's Services.

We reserve the right to change these Terms of Service from time to time without notice by posting them to Velio's website. Your continued use of the Service after such posting will constitute acceptance by You of such amendments.

1. Grant of Rights to Use Services

1.1 Subject to Your acceptance of and compliance with this Agreement and with the payment requirements for the Services, Velio hereby grants You a limited,

non-exclusive, revocable right and license during the Term of this Agreement in and under our intellectual property rights, to access and use the Services, solely in accordance with the terms and conditions of this Agreement. Unless explicitly stated otherwise, any new features provided by Velio that augment or enhance the current Services shall also constitute "Services" and shall be subject to these terms and conditions.

1.2 You may write a software application or website (an "Application") that interfaces with the Services. You acknowledge that we may change, deprecate or republish APIs for any Service or feature of a Service from time to time, and that it is Your responsibility to ensure that requests You make to or via our Service are compatible with then-current APIs for the Service. Velio will attempt to inform You of any changes with reasonable notice so You can adjust Your Application, but we are under no obligation to do so.

1.3 You and any Applications that You may build, distribute, or otherwise create may make network calls or requests to the Services, or may receive vehicle, location and accelerometer data via the Service, at any time that the Services are available provided that those requests do not violate the terms of this Agreement.

1.4 You may not remove, obscure, or alter any notice of any Velio trademark, service mark or other intellectual property or proprietary right appearing on the Website or contained within the Services.

1.5 Provided that You comply with the terms of this Agreement and our policies and procedures including the Acceptable Use Policy, You may use the Services to execute Applications owned or lawfully obtained by You. You are solely responsible for Your Applications, including any data, text, images or content contained therein.

1.6 We may make available to You, for Your installation, copying and/or use in connection with the Services, from time to time, a variety of software, data and other content and printed and electronic documentation (the "Velio Properties"). Subject to Your acceptance of and compliance with this Agreement, ongoing compliance with its terms and conditions with respect to the subject Service, and payment if and as required for Your right to use the subject Service, Velio hereby grants to You a limited, non-exclusive, revocable license during the Term of this Agreement in and under our intellectual property rights in the Velio Properties, only to install, copy and use the Velio Properties solely in connection with and as necessary for Your use of such Services, solely in accordance with the terms and conditions of this Agreement.

(a) The Velio Properties may include, without limitation:

- The Velio Website;
- APIs and Markup Language; and
- Specifications describing the operational and functional capabilities, use limitations, technical and engineering requirements, and testing and performance criteria relevant to the proper use of a Service and its related APIs and technology.

(b) Velio may make available under another license agreement, such as an open source agreement, additional content or software. Any such content or software will be clearly marked with such a license indicating the usage rights available for that content or software. For such content or software released pursuant to an open license, Velio encourages You to modify, alter, tamper with, repair and/or create derivative works consistent with such license. Such content or software may include:

- Developer tools, such as software development kits or sample code, for use in connection with the APIs; and
- Articles and documentation for use in connection with the use and implementation of the APIs (collectively, "Documentation").

1.8 For purposes of this Agreement, Velio thereby grants to You a limited, non-exclusive, revocable license during the Term of this Agreement to display the trade names, trademarks, service marks, logos, domain names of Velio (each, a "Velio Mark") for the purpose of promoting or advertising that You use the Services, solely in accordance with the terms and conditions of this Agreement. In return You hereby grant Velio a limited, non-exclusive, non-transferable, non-sublicenseable license during the Term of this Agreement to display Your trade names, trademarks, service marks, logos, domain names and the like for the purpose of promoting or advertising that You use the Services. In using Velio Marks, You may not: (i) display a Velio Mark in any manner that implies a relationship or affiliation with, sponsorship, or endorsement by Velio; (ii) use Velio's Marks to disparage Velio or its products or services; or (iii) display a Velio Mark on a site that violates any law or regulation. Notwithstanding the above, Velio may determine in its sole discretion whether its marks may be used in connection with Your Application.

1.9 The rights granted by us in this Agreement with respect to the Velio Properties, the Velio Marks and the Services are nonexclusive, and we reserve the right to: (i) act as a developer of products or services related to any of the products that You may develop in connection with the Velio Properties or via Your use of the Services; and (ii) appoint third parties as developers or systems integrators who may offer products or services which compete with Your Application.

1.10 Subject to our commercially reasonable efforts and so long as Your account

remains in good standing, data generated by Your use of the Service will remain available via our API. Notwithstanding the above, we shall have no liability whatsoever for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that You may incur with respect to loss of data associated with Your account and data therein.

2. Term, Termination and Suspension

2.1 The term (“Term”) of this Agreement will commence once You accept this Agreement as provided above. The Agreement will remain in effect until terminated by You or Velio in accordance with this Section 2.

2.2 You may terminate this Agreement for any reason or no reason at all, at Your convenience, by closing Your account.

2.4 We may suspend Your right and license to use the Service or terminate this Agreement in its entirety (and, accordingly, Your right to use the Service), for cause effective as set forth below:

****2.4.1**** Immediately upon our notice to You in accordance with the notice provisions set forth in Section 10 below if (i) You violate any provision of the Acceptable Use Policy or we have reason to believe that You have violated the Acceptable Use Policy, (ii) there is an unusual spike or increase in Your use of the Services for which there is reason to believe such traffic or use is fraudulent or negatively impacting the operating capability of the Service; (iii) we determine, in our sole discretion, that our provision of any of the Services to You is prohibited by applicable law, or has become impractical or unfeasible for any legal or regulatory reason; or (iv) subject to applicable law, upon Your liquidation, commencement of dissolution proceedings, disposal of Your assets, failure to continue Your business, assignment for the benefit of creditors, or if You become the subject of a voluntary or involuntary bankruptcy or similar proceeding.

****2.4.2**** Immediately and without notice if You are in default of any payment obligation with respect to any of the Services or if any payment mechanism You have provided to us is invalid or charges are refused for such payment mechanism.

****2.4.3**** Five (5) days following our provision of notice to You in accordance with the notice provisions set forth in Section 10 below if You breach any other provision of this Agreement and fail, as determined by us, in our sole discretion, to cure such breach within such 5-day period.

2.5 Effect of Suspension or Termination.

****2.5.1**** Upon our suspension of Your use of any Services, in whole or in part, for any reason: (i) fees will continue to accrue for any Services that are still in use by You,

notwithstanding the suspension; (ii) You remain liable for all fees, charges and any other obligations You have incurred through the date of suspension with respect to the Services; and (iii) all of Your rights with respect to the Services shall be terminated during the period of the suspension.

****2.5.2**** Upon termination of this Agreement for any reason: (i) You remain liable for all fees, charges and any other obligations You have incurred through the date of termination with respect to the Services; and (ii) all of Your rights under this Agreement shall immediately terminate.

2.6 In the event this Agreement expires or is cancelled or terminated for any reason, Sections 6, 7, 8, 9, 10 and 11 and any applicable definitions will survive any such expiration, cancellation or termination.

3. Downtime and Service Suspensions; Security

3.1 In addition to our rights to terminate or suspend Services to You as described in Section 2 above, You acknowledge that: (i) Your access to and use of the Services may be suspended for the duration of any unanticipated or unscheduled downtime or unavailability of any portion or all of the Services for any reason, including as a result of power outages, system failures or other interruptions; and (ii) we shall also be entitled, without any liability to You, to suspend access to any portion or all of the Services at any time, on a Service-wide basis: (a) for scheduled downtime to permit us to conduct maintenance or make modifications to any Service; (b) in the event of a denial of service attack or other attack on the Service or other event that we determine, in our sole discretion, may create a risk to the applicable Service, to You or to any of our other customers if the Service were not suspended; or (c) in the event that we determine that any Service is prohibited by applicable law or we otherwise determine that it is necessary or prudent to do so for legal or regulatory reasons (collectively, "Service Suspensions"). Without limitation to Section 7, we shall have no liability whatsoever for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that You may incur as a result of any Service Suspension. To the extent we are able, we will endeavor to provide You notice of any Service Suspension in accordance with the notice provisions set forth in Section 10 below and to post updates regarding resumption of Services following any such suspension, but shall have no liability for the manner in which we may do so or if we fail to do so.

3.2 We strive to keep information You provide to us secure, but cannot guarantee that we will be successful at doing so. Accordingly, without limitation to Section 7 below, You acknowledge that You bear sole responsibility for adequate security, protection and backup of Your content. We strongly encourage You, where available and appropriate, to use encryption technology to protect Your content from unauthorized access and to routinely archive Your content. We will have no liability to You for any unauthorized access or use, corruption, deletion, destruction or loss of any of Your content.

4. Fees

4.1 To the extent the Services or any portion thereof are made available for any fee, You agree to pay all applicable fees. We may increase or add new fees for any existing Service or Service feature by giving You 30 days' advance notice. All fees payable by You are exclusive of applicable taxes and duties, including, without limitation, VAT and applicable sales tax. You will provide such information to us as reasonably required to determine whether we are obligated to collect VAT from You.

4.2 We may specify the manner in which You will pay any fees, and any such payment shall be subject to our general accounts receivable policies from time to time in effect. All amounts payable by You under this Agreement will be made without setoff or counterclaim and without deduction or withholding. If any deduction or withholding is required by applicable law, You shall notify us and shall pay such additional amounts to us as necessary to ensure that the net amount that we receive, after such deduction and withholding, equals the amount we would have received if no such deduction or withholding had been required.

4.3 Should You have any dispute as to fees associated with Your account, please contact us within 90 days of the date of the activity that generated such dispute, and we will attempt to resolve the matter.

6. Intellectual Property

6.1 Other than the limited use and access rights and licenses expressly set forth in this Agreement, we reserve all right, title and interest (including all intellectual property and proprietary rights) in and to: (i) the Services; (ii) the Velio Properties; (iii) the Velio Marks; and (iv) any other technology and software that we provide or use to provide the Services and the Velio Properties. You do not, by virtue of this Agreement or otherwise, acquire any ownership interest or rights in the Services, the Velio Properties, the Velio Marks, or such other technology and software, except for the limited use and access rights described in this Agreement.

6.2 Velio may, at its discretion, offer certain Software Development Kits, tools, application samples, or documentation under an open source license. Any such products will be marked with copyright details, and those copyrights will apply to those and only those documents. Velio reserves all rights to any documents, tools, services, technologies and the like not designated with an open license.

6.3 Other than the rights and interests expressly set forth in this Agreement and excluding any and all works derived from Velio Properties, You reserve all right, title and interest (including all intellectual property and proprietary rights) in and to: (i) content and data You may send to us or use as part of Your use of any Services ("Your

Content"); and (ii) Your Applications.

6.4 In the event You elect, in connection with any of the Services, to communicate to us suggestions for improvements to the Services, the Velio Properties or the Velio Marks (collectively, "Feedback"), we shall own all right, title, and interest in and to the same, even if You have designated the Feedback as confidential, and we shall be entitled to use the Feedback without restriction. Furthermore, any other content or information You post or provide to Velio via comments, forums, emails and the like (collectively, "Communications") shall be considered the property of Velio. You hereby irrevocably assign all right, title and interest in and to the Feedback and Communications to us and agree to provide us such assistance as we may require to document, perfect, and maintain our rights to the Feedback and Communications.

6.5 During and after the Term of the Agreement, with respect to any of the Services that You elect to use, You will not assert, nor will You authorize, assist, or encourage any third party to assert, against us or any of our customers, end users, vendors, business partners (including third party sellers on websites operated by or on behalf of us), sub-licensees or transferees, any patent infringement or other intellectual property infringement claim with respect to such Services.

7. Representations and Warranties; Disclaimers; Limitations of Liability

7.1 You represent and warrant that You will not use the Website (including our forums and comments sections), Services, Velio Properties, Velio Marks, Your Application or Your Content in a manner that violates the Acceptable Use Policy. To this effect, we ask that You take reasonable precautions to promote best practices. Although Velio does not assume the duty or obligation to monitor any materials created, posted or uploaded by You or any third parties, Velio reserves the right, in its sole and absolute discretion, to monitor any and all materials posted or uploaded by You or any third parties at any time without prior notice to ensure that they conform to any usage guidelines or policies (including our Acceptable Use Policy) relating to our Website or Services.

7.2 You represent and warrant: (i) that You are solely responsible for the development, operation, and maintenance of Your Application and for Your Content, including without limitation, the accuracy, appropriateness and completeness of Your Content and all product-related materials and descriptions; (ii) that You have the necessary rights and licenses, consents, permissions, waivers and releases to use and display Your Application and Your Content; (iii) that neither Your Application nor Your Content (a) violates, misappropriates or infringes any rights of us or any third party, (b) constitutes defamation, invasion of privacy or publicity, or otherwise violates any rights of any third party, or (c) is designed for use in any illegal activity or promotes illegal activities

7.3 VELIO PROPERTIES, THE TWILIO MARKS, THE SERVICES AND ALL TECHNOLOGY, SOFTWARE, FUNCTIONS, CONTENT, IMAGES, MATERIALS AND OTHER DATA OR

INFORMATION PROVIDED BY US OR OUR LICENSORS IN CONNECTION THEREWITH (COLLECTIVELY THE "SERVICE OFFERINGS") ARE PROVIDED "AS IS. WE AND OUR LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE VELIO PROPERTIES, THE VELIO MARKS OR THE SERVICES. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, WE AND OUR LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE. WE AND OUR LICENSORS DO NOT WARRANT THAT THE SERVICES OR WEBSITE WILL FUNCTION AS DESCRIBED, WILL BE UNINTERRUPTED OR ERROR FREE, OR FREE OF HARMFUL COMPONENTS, OR THAT THE DATA YOU STORE WITHIN THE SERVICES WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. WE AND OUR LICENSORS SHALL NOT BE RESPONSIBLE FOR ANY SERVICE OR WEBSITE INTERRUPTIONS, INCLUDING, WITHOUT LIMITATION, POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS. NO ADVICE OR INFORMATION OBTAINED BY YOU FROM US OR FROM ANY THIRD PARTY OR THROUGH THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

7.9 In addition to the foregoing, we specifically disclaim all liability, and You shall be solely responsible for the development, operation, and maintenance of Your Application and for all materials that appear on or within Your Application and Your Content and You agree that You shall, without limitation, be solely responsible for:

7.10 NEITHER WE NOR ANY OF OUR LICENSORS SHALL BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) IN CONNECTION WITH THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY SUCH DAMAGES RESULTING FROM: (i) THE USE OR THE INABILITY TO USE VELIO PROPERTIES, THE VELIO MARKS, THE SERVICES OR PROMOTIONAL CREDITS; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES; OR (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR CONTENT. IN ANY CASE, OUR AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU TO US HEREUNDER FOR THE SERVICES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

7.12 Third Party Materials: Certain content, products, and services available via the Velio website (or links contained therein) may include materials, software, plug-ins, applications and other resources from third parties and access to third party websites

(collectively "Third Party Materials"). You acknowledge and agree that Velio is not responsible for examining or evaluating the content or accuracy of any such Third Party Materials and that Velio does not warrant or endorse and does not assume (and will not have) any liability or responsibility for any Third Party Materials or any damage or loss resulting therefrom. The availability of Third Party Materials is provided solely as a convenience to you. You agree that you must evaluate, and bear all risks associated with, the use of any Third Party Materials, including any reliance on the accuracy, completeness, or usefulness thereof.

8. Indemnification

8.1 You agree to indemnify, defend and hold us, our affiliates and licensors, each of our and their business partners (including third party sellers on websites operated by or on behalf of us) and each of our and their respective employees, officers, directors and representatives, harmless from and against any and all claims, losses, damages, liabilities, judgments, penalties, fines, costs and expenses (including reasonable attorneys fees), arising out of or in connection with any claim arising out of (i) Your use of the Services, Velio Properties and/or Velio Marks in a manner not authorized by this Agreement, and/or in violation of the applicable restrictions, the Acceptable Use Policy, and/or applicable law, (ii) Your Application, Your Content, or the combination of either with other applications, content or processes, including but not limited to any claim involving infringement or misappropriation of third-party rights and/or the use, development, design, manufacture, production, advertising, promotion and/or marketing of Your Application and/or Your Content, (iii) Your violation of any term or condition of this Agreement, the Acceptable Use Policy or any applicable additional policies, including without limitation, Your representations and warranties, or (iv) You or Your employees' or personnel's negligence or willful misconduct.

9. Disputes

9.1 Notwithstanding anything to the contrary, we may seek injunctive or other relief in any national court of competent jurisdiction for any actual or alleged infringement of Velio's or any third party's intellectual property rights and/or proprietary rights.

9.2 By using the Services, You agree that the laws of Hong Kong, without regard to principles of conflicts of laws, will govern this Agreement and any dispute of any sort that might arise between You and us.

10. Notices

10.1 Notices made by us under this Agreement for You or Your account specifically (e.g., notices of breach and/or suspension) will be provided to You via the email address provided to us in Your registration for the Services or in any updated email address You provide to us in accordance with standard account information update procedures we may provide from time to time. It is Your responsibility to keep Your email address current and You will be deemed to have received any email sent to any such email

address, upon our sending of the email, whether or not You actually receive the email.

11. Miscellaneous Provisions

11.1 Responsibility. If You authorize, assist, encourage or facilitate another person or entity to take any action related to the subject matter of this Agreement, You shall be deemed to have taken the action Yourself.

11.2 Severability. If any portion of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect, and any invalid or unenforceable portions shall be construed in a manner that most closely reflects the effect and intent of the original language. If such construction is not possible, the provision will be severed from this Agreement, and the rest of the Agreement shall remain in full force and effect.

11.3 Waivers. The failure by us to enforce any provision of this Agreement shall in no way be construed to be a present or future waiver of such provision nor in any way affect our right to enforce such provision thereafter. All waivers by us must be in writing to be effective.

11.4 Successors and Assigns. This Agreement will be binding upon, and inure to the benefit of the parties and their respective successors and assigns.

11.5 Entire Agreement. This Agreement incorporates by reference all policies and guidelines posted on the Velio Website and as may be modified thereafter (including the Acceptable Use Policy, the General Terms and Conditions and the Privacy Policy) and constitutes the entire agreement between You and us regarding the subject matter hereof and supersedes any and all prior or contemporaneous representation, understanding, agreement, or communication between You and us, whether written or oral, regarding such subject matter.

11.6 No Endorsement. You understand and acknowledge that we are not certifying nor endorsing, and have no obligation to certify or endorse, any of Your Applications or Your Content.

11.7 No Agency. Nothing in this Agreement shall be construed as creating a partnership, contract of employment, agency, joint venture or franchise relationship between Velio with you.

11.10 No Third Party Beneficiary. You acknowledge and agree that, except as otherwise expressly provided in the Terms, there shall be no third party beneficiary to this

agreement.

Last Updated
November 18th, 2013

Product Warranty

Warranty Start Date: "Start Date" as used in this policy means (i) the date this product is shipped from the manufacturing facilities of Velio Technologies Limited, (" Velio ").

Product: Velio warrants that for a period of one (1) year from the Start Date, the hardware and software purchased by customer ("Product") shall perform in substantial accordance with the Documentation and will be free from defects in materials and workmanship under normal use. If during the Warranty Period the Product does not perform as warranted (a " Non-Conformance"), Velio shall undertake to correct such Non-Conformance, or if correction is reasonably not possible, replace such Product free of charge. Manufacturers, suppliers, or publishers, other than Velio, may provide their own warranties to the end user purchaser, but Velio, in so far as permitted by law, provides their products "as is". This product warranty extends only to the original purchaser. Velio will provide a replacement unit with similar or better functionality free of charge in addition to the ones ordered within the Product warranty period.

Restrictions: No warranty will apply if the Product (i) has been altered, except by Velio; (ii) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Velio in the enclosed documentation; or (iii) has been subjected to unreasonable physical, thermal or electrical stress, misuse, negligence, or accident. Velio warranty obligations do not include installation support.

Disclaimer: EXCEPT AS EXPRESSLY SET FORTH ABOVE, VELIO MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT, OR WARRANTIES OR OBLIGATIONS ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. FURTHER, VELIO DOES NOT WARRANT THAT THE SOFTWARE IS ERROR FREE OR THAT BUYER WILL BE ABLE TO OPERATE THE SOFTWARE WITHOUT PROBLEMS OR INTERRUPTION.

Privacy Policy

Your privacy is important, so Velio has created the following Privacy Policy to let you know what information we collect when you visit our website, why we collect it and how

it is used.

The terms "you," "your," and "yours" refer to the customer using our website. The terms "Company," "we," "us," and "our" refer to Velio. This Privacy Policy is governed by our Terms of Service. By using this website, you consent to the data practices described in this statement. We may periodically make changes to this Privacy Policy that we will include on this page. It is your responsibility to review this Privacy Policy frequently and remain informed about any changes to it, so we encourage you to visit this page often.

What Information Is Collected?

"Personally identifiable information" means any information that may be used to identify an individual, including, but not limited to, a first and last name, home or other physical address, an email address, phone number or other contact information, whether at work or at home.

How Is Such Information Used?

Velio uses the personally identifiable and other collected information in a manner that is consistent with this Privacy Policy. If you provide personally identifiable information for a certain reason, we may use the personally identifiable information in connection with the reason for which it was provided. For instance, if you contact us by e-mail, we will use the personally identifiable information you provide to answer your question or resolve your problem. Also, if you provide personally identifiable information in order to obtain access to the Velio website or services, we will use such information to provide you with access to such services and to monitor your use of such services. Your personally identifiable information may be used to provide you with new product information and support services offered on the website, to notify you of technical updates or changes in policy, to improve the content and functionality of the Velio website and services, to help us better understand our users, or to deliver other services.

Is The Information Shared or Disclosed?

Velio is not in the business of selling your information. We consider this information to be a vital part of our relationship with you. There are, however, certain circumstances in which we may share your personally identifiable information with certain third parties without further notice to you, as set forth below:

- **Third Party Applications and Services:** If you elect to use one or more third party applications that interoperate with Velio's service, those applications may upon your election be given access to data (which may include personally identifiable information) on Velio's systems generated in connection with your use of Velio's service. Please remember that Velio is not responsible for the policies and practices of third party application providers, and Velio shall have no liability arising from any action of any such provider as it concerns your data

or information or otherwise. In connection with your use of any such third party applications, please review carefully the applicable privacy policies each such third party application provider to become familiar with their policies and practices as it concerns your data and information.

- **Business Transfers:** As we develop our business, we might sell or buy businesses or assets. In the event of a corporate sale, merger, reorganization, dissolution or similar event, personally identifiable information may be part of the transferred assets. You acknowledge that such transfers may occur, and that any acquirer or successor of Velio may continue to use your information as set forth in this policy.
- **Related Companies:** We may also share your personally identifiable information with any entity that is affiliated with us for purposes consistent with this Privacy Policy.
- **Agents, Consultants and Related Third Parties:** Velio, like many businesses, sometimes uses other companies to perform certain business-related functions. Examples of such functions include mailing information, maintaining databases and processing payments. When we employ another company to perform a function of this nature, we only provide them with the information that they need to perform their specific function.
- **Legal Requirements and Other Circumstances:** Velio may disclose your personally identifiable information if required to do so by law or in the good faith belief that such action is necessary to (i) comply with a legal obligation, (ii) protect and defend the rights or property of Velio, (iii) act in urgent circumstances to protect the personal safety of users of the Velio website or services or the public, or (iv) protect against legal liability.

The Security of Your Information

We will take reasonable precautions to protect personally identifiable information in our possession from loss, misuse, and unauthorized access, disclosure, alteration, and destruction. We follow generally accepted industry standards to protect the personally identifiable information submitted to us, both during transmission and once we receive it. No method of transmission over the Internet or method of electronic storage is, however, 100% secure. Therefore, while we strive to use commercially acceptable means to protect your personally identifiable information, we cannot guarantee its absolute security.

Cookies

Cookies are small text files stored by your browser in your computer when you visit our

website. Cookies permit us to recognize users and avoid repetitive requests for the same information. Most browsers will accept cookies until you change your browser settings to refuse them. This privacy statement covers the use of cookies by Velio and does not cover the use of cookies by any other third party.

Links to Other Sites

This website may contain links to other sites that are not owned or controlled by us. Please be aware that Velio is not responsible for the privacy policies of such other sites.

Legal Disclaimer

Velio operates "AS-IS" and "AS-AVAILABLE," without liability of any kind. Velio is not responsible for events beyond our direct control.

Last Updated

November 14th, 2013