

TERMS OF USE

YOUR USE OF THIS WEBSITE, AND ITS SERVICES AND PROGRAMS, CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS, YOU MAY NOT ACCESS OR USE THIS SITE.

1. Definitions

"The Site" or "Site" refers to www.goxlabs.com. "You," "User," or collectively "Users," refers to any party who accesses the Site. "GoX Studio"® refers to GoX Studio, INC, dba GoX Labs. "Access" means viewing, using or otherwise obtaining information located on the Site. "Agreement" refers to these Terms of Use and any subsequent modification.

2. Medical Information

The GoX Studio Content is provided for informational purposes only and is not intended as medical advice. GoX Studio also cannot answer unsolicited e-mails requesting personal medical advice. Users should always consult with a doctor or other health care professional for medical advice or information about diagnosis and treatment. GoX Studio does not guarantee bio-metric data to be accessible real-time at all times.

3. Scope of Terms

This Site and all content and information provided therein ("GoX Studio Content") may be used only under this Agreement made between GoX Studio and You. User represents and warrants that it possesses the legal right and ability to enter into this Agreement and use the Site in accordance with this Agreement.

GoX Studio reserves the right to modify this Agreement at any time without notice to User. User agrees to review this Agreement periodically to ensure awareness of any modifications. User's continued access or use of the Site after modifications have become effective shall be deemed conclusive acceptance of the modified terms.

GoX Studio has the exclusive right to control accessibility, hours of use, features on the Site, and any other information found on the Site. GoX Studio can restrict access to any or all portions of the Site, or remove any information or content from the Site at any time. T GoX Studio reserves the right, but shall not be obligated, to monitor use of the Site.

User is solely responsible for providing the equipment related to accessing the Site, including but not limited to all computer, remote communications equipment, telephone, and other equipment.

4. License and Limitations

You are granted a personal, revocable, limited, non-exclusive, non-transferable license to access and use the Site and the GoX Studio Content, conditioned on Your continued acceptance of, and compliance with, this Agreement. You may print GoX Studio Content for your own personal use, but you may not further publish or distribute copies without advance written permission from GoX Studio.

Users may not do any of the following while using the Site:

- interfere with or disrupt networks connected to the Site or violate the regulations, policies or procedures of such networks;
- attempt to gain unauthorized access to the Site, computer systems or networks connected to the Site, through password mining or any other means;
- interfere with another user's use and enjoyment of the Site;
- upload any message, information, data, text, software, graphic files or other materials ("Content") that is unlawful, harmful, threatening, abusive, harassing, torturous, defamatory, vulgar, obscene, libelous, that may be invasive of another's privacy, hateful, racially, sexually, ethnically or otherwise objectionable;
- upload Content that contains a virus, corrupted file, or other harmful component;
- impersonate any person or entity, including, but not limited to, GoX Studio personnel, or falsely state or otherwise misrepresent any affiliation with any person or entity, or upload any Content under a fictitious name;
- upload any Content that you do not have a right to upload under law or under contractual or fiduciary relationships including but not limited to nondisclosure agreements;
- upload any information or grant permissions to view information to any person in a manner that exceeds your contractual or other legal authority;
- upload any unsolicited advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, contests, surveys, or any other form of solicitation, commercial or non-commercial;
- intentionally or unintentionally violate or encourage or assist another to violate any law or regulation in connection with your use or another's use of the Site; or
- upload any Content that violates or infringes any patent, trademark, trade secret, copyright, privacy or any right, of whatever nature, of anyone.

If you violate any of the terms of this Section 3, your permission to use the Site automatically terminates.

5. Linking to the Site

You may provide a link on your Site to the Site subject to the following requirements:

- You may not frame, deep link, or alter the appearance or visual presentation of the Site.
- You may not state or imply that GoX Studio endorses, sponsors, or otherwise approves of your Site or any other Sites, unless it is true and accurate. Links to the Site may not be used in a way that implies or suggests GoX Studio 's approval or endorsement of you, your web Site, or your goods and services, unless it is true and accurate.

- You may not use the GoX Studio Mark on any Site that disparages GoX Studio or any of our affiliates, or presents false information about GoX Studio or any of our affiliates. You may not use the GoX Studio Mark as a predominant feature of your Site.
- Requests for permission to link to other parts of the Site may be sent to info@goxlabs.com.
- GoX Studio will have no responsibility or liability for any content appearing on your web Site.

You agree to defend, indemnify and hold harmless GoX Studio and its affiliates and their officers, directors, employees and agents, from and against any and all third-party claims, liability, actions, demands, costs or expenses (including, but not limited to, reasonable legal and accounting fees) arising from or relating to your web Site. GoX Studio reserves the right to defend any such claim, and you agree to provide us with such reasonable cooperation as GoX Studio may request.

- By linking, you acknowledge and agree all rights to the GoX Studio logo belong to GoX Studio.
- We reserve the right at any time and in our sole discretion to request that you remove all links or any particular link to the Site from your Site.
- Upon our request, you agree to immediately remove all links to the Site and to cease using the GoX Studio logo.

Without limiting the foregoing, if you violate any of Section 5, your revocable, limited, non-exclusive, non-transferable license to use the GoX Studio logo, and your right to link to any pages on the Site automatically terminates. Thereafter, any future links to the Site will require the express written permission of GoX Studio.

6. Proprietary Rights

The GoX Studio Content includes, without limitation: (i) GoX Studio 's trademarks, service marks, logos, brands, and brand names, trade dress and trade names and other distinctive identification (collectively " GoX Studio Marks"); and (ii) information, data, materials, interfaces, computer code, databases, products, services, resources, software applications and tools, text, images, photographs, audio and video material, and artwork is the property of GoX Studio, its licensors, sponsors, partners, advertisers, content providers or other third parties and is protected by law including, but not limited to, United States copyright, trade secret, patent, and trademark law, as well as other state, national and international laws, treaties and regulations. You may not alter, delete, obscure or conceal any copyright or other notices appearing in the GoX Studio Content, including any such notices appearing on any GoX Studio Content You are permitted to download, transmit, display, print, use or reproduce from the GoX Studio Site. Except for the limited use the Licensed Marks as set forth in this Section 4, you may not use any of GoX Studio 's trademarks or service marks or logos for any other reason without the express written permission of GoX Studio. GoX Studio may, at any time, in its sole discretion, without cause, terminate the license granted herein to use the Licensed Marks and your right to link to any pages on the Site.

7. Username and Password

User may be required to select a username and password when accessing certain portions of the Site. GoX Studio may refuse to grant a Username/Nickname that impersonates someone else, is protected by trademark or proprietary law, or is vulgar or otherwise offensive, as determined by GoX Studio 's sole discretion. User is solely and fully responsible for maintaining the confidentiality of his/her username and password, and is solely and fully responsible for all activities that occur under his/her username and password. User agrees to: (a) immediately notify GoX Studio of any unauthorized use of a username and password or any other breach of security and (b) ensure that User logs off at the end of each session. GoX Studio will not be liable for any loss or damage arising from User's failure to comply with this Section 8.

8. Privacy Policy

Please review our [Privacy Policy](#) to understand our practices relating to the collection and use of your personal information.

9. Disclaimer and Limitation of Liability

Although GoX Studio has attempted to provide accurate information on the Site, it makes no guarantee or warranty, express or implied, as to the reliability, accuracy, timeliness, or completeness of that information and assumes no responsibility for any errors or omissions in that information. USER ACCESSES THIS SITE AT HIS OR HER OWN RISK. THE SITE IS PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND AND ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR ANY WARRANTIES ARISING OUT OF A COURSE OF DEALING, TRADE OR PERFORMANCE, ARE SPECIFICALLY DISCLAIMED. NEITHER GOX STUDIO NOR ITS AFFILIATES, EMPLOYEES, AGENTS, OR THIRD-PARTY CONTENT PROVIDERS SHALL BE LIABLE FOR ANY LOSS RESULTING FROM USE OR UNAVAILABILITY OF INFORMATION OR CONTENT ON THIS SITE, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOSS OR DAMAGE TO DATA, OR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, COMPENSATORY, OR INCIDENTAL DAMAGES, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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IN NO EVENT WILL GOX STUDIO OR ANY OF ITS AFFILIATES, AGENTS, EMPLOYEES, OR ASSIGNS BE LIABLE FOR ANY DELAY, DIFFICULTY IN USE, COMPUTER VIRUSES, MALICIOUS CODE OR OTHER DEFECT IN THIS SITE, ANY COMPATIBILITY BETWEEN

THE WEBSITE AND THE USER'S FILES, AND THE USER'S BROWSER OR OTHER SITE ACCESSING PROGRAM.

THE PROVISIONS IN THIS PARAGRAPH 10 ARE APPLICABLE TO ANY DAMAGE OR INJURY RESULTING FROM NEGLIGENCE OR OMISSION OF GOX STUDIO, COMPUTER VIRUS OR OTHER SIMILAR ITEM, TELECOMMUNICATIONS ERRORS, OR UNAUTHORIZED ACCESS TO, OR USE OF, USER INFORMATION THROUGH THEFT OR ANY OTHER MEANS. USER AGREES THAT GOX STUDIO IS NOT LIABLE FOR CRIMINAL, TORTIOUS, OR NEGLIGENT ACTIONS OR OMISSIONS OF THIRD PARTIES THAT AFFECT THIS SITE.

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USER AGREES NOT TO SEEK TO HOLD GOX STUDIO OR ANY OF ITS AFFILIATES, AGENTS, EMPLOYEES, OR ASSIGNS LIABLE FOR ANY DAMAGE TO EQUIPMENT, HARDWARE, OR OTHER PROPERTY OF USER OR PERSONAL INJURY THAT ARISES IN CONNECTION WITH USE OF THE SITE.

10. Indemnification

User understands and agrees that he or she is personally responsible for his or her behavior on this Site. User agrees to indemnify, defend, and hold harmless GoX Studio, its directors, officers, employees, agents, and assigns from and against all losses, expenses, damages, costs (including, but not limited to, direct, incidental, consequential, exemplary, punitive, and direct damages), reasonable attorney's fees, resulting from or arising out of the User's use, misuse, or inability to use the Site or any violation by the User of this Agreement.

11. Termination of Agreement

Either GoX Studio or User may terminate this Agreement at its discretion. In addition to GoX Studio's other rights, GoX Studio may terminate access to this Site or cancel membership to any service that GoX Studio provides on the Site if User breaches this Agreement in any way or engages in conduct that GoX Studio deems inappropriate. In the event of termination of this Agreement, the provisions in this Section and the provisions found in Sections 5, 7, 10, 11, 13, 15, and 16 shall survive.

12. Trademarks

All product names, logos, and service marks, whether or not appearing in large print or with the trademark symbol, are trademarks of GoX Studio, its affiliates, related companies or its licensors or joint venture partners, unless otherwise noted. Unauthorized use of the material may violate copyright, trademark and the law of slander and libel, the law of privacy and publicity, and communications regulations and statutes.

13. Governing Laws

The Site is based in the United States. Access to the Site may not be legal by certain persons or in certain countries. If you access the Site from outside the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction.

This Agreement will be governed by the internal laws of the State of Arizona, without regard to its choice of law provisions. You agree that any action arising out of or relating to this Agreement may be brought only in a court of competent jurisdiction in Maricopa County, Arizona, and you hereby consent to the jurisdiction, venue and convenience of such courts.

14. Miscellaneous

This Agreement constitutes the entire agreement between GoX Studio and User regarding the subject matter hereof. Any previous agreement, whether oral or written, between GoX Studio and User dealing with the subject matter hereof is superseded.

Upon User's breach of this Agreement, GoX Studio may pursue any legal or equitable remedy available, including but not limited to, direct, consequential, and punitive damages as well as injunctive relief. GoX Studio 's remedies are cumulative and not exclusive. Failure of GoX Studio to exercise any remedy or enforce any portion of this Agreement at any time shall not operate as a waiver of any remedy or of the right to enforce any portion of the Agreement at any time thereafter.

User agrees that, regardless of any statute or law to the contrary, any claim or action arising out of or regarding this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

GoX Studio makes no representation that the content of the Site is appropriate or available for use in all locations.

Users are responsible for compliance with all applicable local laws.