

General Terms and Conditions of Use of WEFIGHT

Applicable throughout the United Kingdom (the “**Territory**”), these General Terms and Conditions of Use (the “Terms of Use”) are between WEFIGHT (or “we”) and any natural person with full legal capacity (hereafter, the “User”, or “you”) wishing to use the personal health information service called “VIK”, as further detailed below. These Terms reflect how WEFIGHT works and define your relationship with WEFIGHT when you use VIK and the rules that apply to our company.

These Terms of Use must be read in conjunction with the WEFIGHT Personal Privacy Policy. The Privacy Policy provides a description of our privacy practices and policies and details how you can edit, manage, export and/or delete your data.

WEFIGHT may revise and Update these Terms of Use at any time. Your continued usage of VIK will mean you accept those changes.

Article 1 – Legal notice

Vik is published by WEFIGHT, a simplified joint stock company with a single shareholder with a capital of 19 483,35 euros, registered in the Montpellier trade and companies register under number 827 791 880 and with registered address at 621 Rue Georges Méliès – 34 000 Montpellier, France, represented by Mr Benoît BROUARD in his capacity of CEO.

WEFIGHT and the director of publication, Mr Benoît BROUARD, can be contacted by:

email: contact@wefight.co
post: 621 Rue Georges Méliès – 34 000 Montpellier, France.

The personal data are hosted by a certified health data host, the company Microsoft Azure

The DPO of WEFIGHT, can be contacted by email at: dpo@wefight.co

Article 2 – Definitions.

In the Terms of Use, the terms and phrases beginning with a capital letter shall be defined as per this article:

"Affiliate": refers to any company under the control of WEFIGHT or any company under the control of which WEFIGHT would be placed, the term 'control' being understood here within the meaning of Article L233-3 of the Business Code ;

"Application": the mobile app which Users can download to access and use VIK ;

"Terms of Use": refers to the set of General Terms, Special Terms, and possible Complementary Contractual Terms ;

"Account": the private space on the Site that allows Users to access VIK ;

"Additional Contract Terms": any contract document accepted by the parties specifying all or part of the Terms and/or Conditions ;

"General Terms": refers to this document ;

"Special Conditions": contract clauses specific to VIK within a specific disease category ;

"Confidential information": includes, but is not limited to, the legal, scientific, technical, commercial and financial information and knowledge, including know-how, manufacturing secrets, trade secrets, data, software, files, plans, studies, trials, diagrams, drawings, protocols, formulas, quotes, design work, systems, algorithms, databases, proposals, concepts, ideas and/or any other type of secret data of any kind, including legal, scientific, technical, economic, commercial, accounting and financial, in any form, protected or not by an intellectual property title or right, communicated by WEFIGHT to Users or of which Users would be aware of the use of VIK. However, the information will not be considered confidential information if:

- it has come into the public domain at the time of its disclosure or information in the public domain after its disclosure, provided the latter case is not the result of a breach of confidentiality by the Party at the origin of the disclosure
- the Party concerned can prove that it already knew it prior to disclosure
- it is received by a third party after the conclusion of the contract and received in good faith by a Party.

“Content” : means all editorial, graphic and/or audiovisual content, of any nature, including medical or scientific, and in any support, which may be disseminated by VIK or via a Facebook page or a website dedicated to VIK or not ;

“Data Controller” : refers to the individual or legal entity, public authority, institution or any other body that, solely or jointly, determines the purposes and means of personal data processing, including the security measures concerning the operation and use of Vik ;

Digital environment": any computer hardware, software and network connection used by Users to access and/or use VIK ;

"Documentation": refers to all written information about VIK, whether paper, electronic or magnetic, provided to Users by WEFIGHT, as well as all updated or modified versions of this information ;

"Health Data": Personal Data on User health which are processed and are given a visual, audible or readable indication, as provided by Users, the Site, a Professional or a third party ;

"Failure": any incident, anomaly, error or failure of technical design, realization and/or operation affecting VIK, which is documented by Users and reproducible by WEFIGHT and/or its Subcontractors, and which prevents VIK from operating in accordance with its purpose ;

“Party” means either WEFIGHT or the User, and “Parties” means both of them ;

"Patient": a User in an independent and autonomous contractual relationship with any Professional ;

“Personal Data” : means any data relating to Users which can cause such User to be identified directly or indirectly by way of linking data, using identifiers such as name, voice, picture, identification number, inline identifier, , *geographic, location, or one or more special features that express the physical, psychological, economic, cultural or social* identity of such Users, as provided by the User, the Site, a Professional, or a third party ;

Privacy Policy": the document available at

https://wefightregulatory.blob.core.windows.net/regulatory/PC_UK_EN.pdf

which describes how we process personal data under each VIK feature and the rights and obligations of Users as data subjects ;

“Professional” : means any individual or legal entity authorized to practice a health profession, according to the French Public Health Code, participating in the care of the User ;

“Service” refers to all services and contents provided by WEFIGHT and accessible via VIK ;

“Subcontractor” refers to any individual or legal entity, public authority, institution or any other body that processes personal data on behalf of the Data Controller ;

"Site": any website from which Users can access VIK, including third party sites, for example www.facebook.com ;

"Terminal": the smartphone used by Users to use VIK directly or indirectly, via a Site. Users must install and activate an antivirus, firewall and updated operating system on the Terminal, including the latest security patches ;

"Third-Party Service": any service offered by a third party made accessible from or through VIK. The processing of User's Personal Data by a Professional is a Third Party Service ;

"Update": any new version of VIK or the application made available to Users by WEFIGHT that is not distributed separately ;

"Users": any physical person who provides personal data on the platform's account creation form and uses the Services offered therein ;

"VIK": chatbot and associated services offered by WEFIGHT accessible via a Site or Terminal that can be used by a User.

Article 3 – Purpose

The purpose of the Terms of Use is to define the rights and obligations of the Parties, including the Terms of Use by the VIK User.

The Terms of Use define the contractual relationship between WEFIGHT and Users, as well as the conditions under which VIK can be used. The Terms of Use shall prevail over any other general or specific conditions not expressly approved by WEFIGHT.

The contract governed by the Terms of Use is stipulated for an indeterminate period. It may be legally terminated, without prior notification, should one of the following occur: the Account is closed, the Application is uninstalled, or WEFIGHT stops operating VIK. WEFIGHT's termination of VIK's operations may result from a strategic decision by WEFIGHT or the liquidation or judicial redress of WEFIGHT.

Access and use of certain VIK features may be subject to acceptance of the Additional Contract Terms. Where applicable, the relevant Additional Contract Terms are freely available before any subscription or use of VIK's features.

By using VIK, Users expressly state that they have reviewed and accepted the Terms of Use without reservation and are committed to respecting them.

Should the contract between the Parties be terminated for any reason, Users must immediately stop using VIK.

Article 4 – Features

VIK is a virtual companion that answers User questions, provides general health information about different diseases based on national recommendations, and can remind Users to take one or more medical treatments.

In addition, for certain diseases VIK may, with the consent of Users, transmit Personal Data to its Professionals, including self-assessments carried out by Users.

VIK may also, with their express consent, send Users a newsletter about diseases of interest to Users or, more generally, the features of VIK. Users may withdraw their consent to receive this newsletter at any time.

The functionality of VIK may vary depending on the diseases involved. These are described in the relevant Special Conditions and in the VIK interactive module and are indicated as being carried out by or under WEFIGHT's control. They are described and presented with the greatest possible precision. However, WEFIGHT cannot be held liable for any errors or omissions in their description.

WEFIGHT reserves the right to, unilaterally and at its sole discretion, revise the list of VIK features by:

- adding new features: adding a feature does not force Users to use it
- removing a feature: Users acknowledge and accept that they have no vested rights to maintain a feature.

Users can access the features offered by VIK “How can you help me, Vik?” in the VIK menu. Features may be offered by WEFIGHT and/or its partners.

These features are exclusively for User's personal use. Any other use is prohibited and, specifically, is prohibited from any use of a professional or commercial nature. WEFIGHT reserves the right to take legal action against anyone using VIK for non-personal purposes.

The databases, data and information used, presented, or made accessible via VIK are reserved for VIK's use via the Site or Terminal and under the conditions provided for by the Terms of Use. Users shall refrain from extracting or reusing, substantially or not, repeatedly and systematically or not, all or part of these databases, data, and information in violation of the Terms of Use.

Users acknowledge and accept that, prior to the conclusion of the contract, WEFIGHT has made available the Terms of Use and has provided, in a clear and understandable manner, all the information covered by article L111-1 of the French Consumer Code and in particular the information relating to :

- essential features of VIK, the Application, and Third-party Services
- applicable prices
- WEFIGHT's identification and contact, by mail, phone, or email
- applicable legal and contract guarantees and their implementation and arrangements
- the features of VIK, the Application and Third-Party Services and, where applicable, their interoperability.

Article 5 – Using Vik

WEFIGHT grants Users, free of charge, the personal, non-exclusive, non-transferable and non-assignable, and revocable right to use VIK. This right of use does not transfer any property rights.

a) Acceptance of General Terms of Use.

By logging onto one of the VIK applications, Users are presumed to have reviewed and accepted the Terms of Use in their entirety and without reservation.

b) Access to the app.

Access to VIK Application services is reserved exclusively for legally competent individuals over the age of eighteen (18) years.

By using the Site, you represent and warrant that you are over eighteen (18) years of age and accept these Terms of Use without reservation. If you do not meet all of these requirements, you must not access or use the Site.

In order to access and use VIK, Users must have:

- Internet access with sufficient bandwidth to use VIK (connection fees are assumed by the User)
- an Account on a Site or a Terminal equipped with the Application

Disabling JavaScript or cookies may prevent some VIK features from working properly. These minimal technical configurations are likely to evolve without notice. Users are responsible for ensuring Site and device compatibility.

c) Using the app.

Using VIK through a Site does not require the installation of specific software or applications.

The right to use VIK is limited to the Site's object code. WEFIGHT is not required to make the source code available to Users. WEFIGHT reserves the right to correct any defects. Users must cooperate with WEFIGHT where necessary to determine whether or not the cause of the malfunction is due to their Digital Environment.

Users shall not, directly, indirectly or through a third party, perform reverse engineering, decompile, or disassemble VIK object code, or alter or modify it in any way, nor arrange any alterations, corrections, translations, or modifications of VIK.

When using VIK, Users shall not:

- collect information about other Users
- access VIK using automated methods (robots, spiders, etc.), without prior written permission from WEFIGHT
- download viruses or other malicious codes to the Site or VIK
- bring harm of any type to other Users or third parties
- use VIK for unlawful, illegal, malicious, or discriminatory purposes
- hinder the proper functioning of VIK

Generally, Users must comply with the laws and regulations in force in the Territory as well as the EU and US (as applicable) that apply to VIK as well as the applicable contract stipulations on the Site and shall notify WEFIGHT of any illegal content they become aware of.

Article 6 – VIK availability

VIK is made available to Users immediately upon acceptance of the Terms of Use.

WEFIGHT undertakes to use all reasonable means at its disposal to ensure quality access to VIK at all times, 24 hours a day, 7 days a week, but has no obligation to do so, especially in the event of Site, network, or server problems, or any other event beyond its control.

WEFIGHT may temporarily and without notice interrupt, suspend, or modify access to VIK, including for security reasons, for machine resource restructuring, the maintenance or improvement of VIK, or to improve the availability of information via the Internet. Where possible, WEFIGHT will warn Users

of this interruption of service. In any case, WEFIGHT shall do its utmost to ensure that the interruption affects Users as little as possible. WEFIGHT cannot be held responsible for any damages caused by these interruptions, including data loss.

Users acknowledge and accept that access to VIK is done via the Internet or a mobile phone network and that technical hazards can affect this network and cause slowdowns or unavailability, disrupting or preventing access to VIK. WEFIGHT disclaims any responsibility for problems of access to VIK due to Internet disruptions, nor for any VIK malfunction, in the event that the required configuration is not met, including if the incompatibility results in all or part of a change in the required minimum configuration.

Article 7 – Publication of User Content

Users are the publishers of any Content they share with other Vik Users. Users acknowledge and accept that WEFIGHT moderates content prior to publication and that WEFIGHT may remove, edit, move, or lock any or all Content that violates the Terms of Use, or for any other reason, with no prior notice to Users who initiated said Content.

Users shall refrain from sharing Content that is abusive, obscene, vulgar, defamatory, offensive, threatening, pornographic or that otherwise may violate applicable laws and regulations in the Territory and/or the EU and US (as applicable). Users who want to share Content are required to follow the following rules:

- not disclose personally identifying Personal Data (name, phone number, email, etc.) of yourself or any third parties
- respect the contributions and opinions of other Users, regardless of age, culture, gender, ethnicity, religion, and any other personal characteristics or preferences
- pay attention to the vocabulary they use so as not to offend the sensibilities of other Users
- not encourage speech that could endanger the safety and health of Users (in support of violence, fraud, illicit drugs, pornography, alcohol, or other risky practices)
- not provide the address and/or contact information of sites, places, people.
- not provide any Content which could violate trademark, copyright, privacy, or any other rights of any other person.

Publication of media like images or video of other people without their permission is strictly prohibited.

Advertising is prohibited.

Users acknowledge and accept that they are responsible for the Content or the accuracy, inaccuracy, incompleteness and/or modification of the Content they post.

Users can edit, delete, or download Content they have shared at any time by making a request by email at contact@wefight.co

Users of Vik who notice a post that is illegal or contrary to morals, public order, or any law in force in the Territory must notify WEFIGHT by email at contact@wefight.co

This report should contain:

- The date of the post
- User surname, first names, occupation, residence, nationality, date, and place of birth
- WEFIGHT's head office names and addresses
- the description of the facts at issue and their precise location

- reasons for removing content, including mention of legal provisions and justifications of facts
- a copy of the correspondence addressed to Users at the origin of the Content in dispute requesting their interruption, removal or modification, or the justification for that Users could not be contacted.

WEFIGHT undertakes to review notifications within three (3) days and, if deemed necessary at WEFIGHT's sole discretion, to remove, modify or delete the concerned Content, without prior notice to any User, including the publisher of such Content.

WEFIGHT reserves the right to remove User Content for any reason, and at any time, including User Content that we believe violates these Terms and Conditions or our other policies. By submitting any communications or User Content, you further agree that such submission is non-confidential for all purposes.

Users are not entitled to and shall, under any circumstances, seek any compensation as a result of WEFIGHT's withdrawal, amendment, or deletion of any Content.

By uploading any media as Content (like a photo or video):

(a) you grant to WEFIGHT a perpetual, irrevocable, non-exclusive, worldwide, royalty-free, fully sublicensable right and license to use, copy, print, publicly display, reproduce, modify, publish, post, transmit, create derivative works from, and distribute the media and any material included in the Content;

(b) you certify that any person pictured in the submitted media (or, if a minor, his/her parent/legal guardian) authorizes WEFIGHT to use, copy, print, publicly display, reproduce, modify, publish, post, transmit, create derivative works from, and distribute the Content and any material included in such Content; and

(c) you agree to indemnify WEFIGHT and its affiliates, directors, officers and employees and hold them harmless from any and all claims and expenses, including attorneys' fees, arising from the media and/or your failure to comply with these Terms of Use.

Article 8 – Third-Party Services

VIK provides access to Third-Party Services, provided under the exclusive responsibility of the entities that publish them. Hyperlinks are provided as a service to Users and are not sponsored by or affiliated with WEFIGHT, and we make no representations or warranties about the content, completeness, or accuracy of those Third-Party Services. Information you submit at a third-party site accessible from our Site is subject to the terms of that site's privacy policy, and WEFIGHT has no control over how your information is collected, used, or otherwise handled. WEFIGHT shall not be held liable for damages resulting from access to Third-Party Services or their use.

VIK's compatibility and interoperability are limited to WEFIGHT-approved Third-party Services. WEFIGHT cannot guarantee VIK's compatibility and/or interoperability with an unapproved service.

Using VIK may require opening an Account on a Site. The Site is the exclusive responsibility of the Site's publisher, and WEFIGHT shall not be held liable for the conclusion, interpretation, or execution of the agreements between Users and the Site's publisher. The security measures governing access to the Site are defined by the respective Site's publisher.

Article 9 – Compensation – Withdrawal

VIK is made available to Users in the Territory. By agreeing to use VIK, you hereby consent to the use of your Personal Data by WEFIGHT to carry out anonymous surveys for business partners, based on your Personal Data. No identifiable Personal Data will appear in the results of these surveys, as they are completely anonymous. In any event, WEFIGHT shall not permit direct or indirect access to Personal Data relating to a User, unless required by law.

Article 10 – Resolution

As permitted by law, WEFIGHT will determine, in its sole discretion, whether there has been a breach of these Terms of Use by a User. In case of breach, we may take any action that we deem appropriate, including but not limited to, taking all or any of the following actions:

- immediate, temporary or permanent withdrawal of the infringing User's right to use VIK;
- immediate, temporary or permanent removal of any Content published by such User;
- issuance of a warning;
- commencement of legal proceedings against the infringing User for reimbursement of all costs incurred and damages sustained on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from such breach;
- taking further legal action against the infringing User as deemed necessary;
- disclosure of relevant information to law enforcement authorities as required.

To the fullest extent permitted by law, we exclude liability for actions taken in response to deemed breaches of these Terms of Use.

This Agreement shall be terminated should WEFIGHT go into liquidation. It may be terminated should WEFIGHT file for bankruptcy.

Article 11 – Responsibility

WEFIGHT's commitments under these Term of Use are an obligation of means, and any benefits will be carried out in strict compliance with the professional rules in use and the Terms of Use.

WEFIGHT shall not be liable if any Site denies access to, removes, or blocks VIK.

VIK's features are designed to provide answers to questions Users may have about the management of their health. The answers may be standardized by the chatbot.

THE INFORMATION AND ADVICE PROVIDED BY VIK ARE NOT INTENDED TO BE A SUBSTITUTE FOR MEDICAL ADVICE AND ARE NOT INTENDED TO MAKE A DIAGNOSIS OR ENCOURAGE SELF-MEDICATION (including modifying or suspending treatment).

If you think you have a medical emergency, call your Professional or emergency services in your area immediately.

WEFIGHT cannot guarantee the relevance of the information and advice provided by VIK, which is provided on the basis of User statements beyond WEFIGHT's control.

WEFIGHT has taken out an insurance policy with a reputedly solvent insurance company to cover its liability under the Terms of Use and pays the corresponding premiums. WEFIGHT is obliged to maintain this insurance policy for the duration of VIK's online presence.

Article 12 – hypertext link

Under no circumstances may WEFIGHT be held liable for the technical availability and contents of websites operated by third parties (including any of their partners) that the User accesses through the website.

WEFIGHT provides said links strictly for information purposes.

All Users are solely and entirely responsible for their use of third-party websites, including those to which Vik has provided the links.

Article 13 – Force majeure

In the event of force majeure, the non-performance of contractual obligations by either Party does not incur liability.

Article 14 – Evidence

WEFIGHT and its Subcontractors retain in their computer system the necessary data to be able to identify any person (employees or collaborators) who had generated, had access to, used, modified or eliminated any type of information collected by VIK, including for possible legal disclosure.

WEFIGHT undertakes to notify Users immediately, upon learning the information, of any serious incident, intrusion, disclosure, unlawful access or tampering and any attempt to intrude, disclose, illegally access or alter the Site or any prejudice against Personal Data that have or are likely to have a serious impact on Users.

Users acknowledge and accept that computerized records stored in the computer systems of WEFIGHT or its Subcontractors under reasonable security conditions will be considered irrefutable evidence of the exchanges, communications, orders, and payments that may have occurred between the Parties. Users acknowledge and accept that these records shall constitute evidence.

Article 15 – Data protection and Privacy

WEFIGHT undertakes to comply with and ensure compliance with all applicable legal obligations regarding personal data protection, in particular:

- Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (“GDPR”);
- The amended French Data Protection Act, law 78-17 of 6 January 1978 (“French Data Protection Act”);
- The the UK General Data Protection Regulation (UK-GDPR) of 31 janvier 2020; and
- Any applicable laws in the Territory.

The User acknowledges that they have read the Privacy Policy carefully. Our Privacy Policy is a part of these Terms of Use and you agree to our use and sharing of the information we collect about you as described in our Privacy Policy.

The Privacy Policy is available at:

https://wefightregulatory.blob.core.windows.net/regulatory/PC_UK_EN.pdf

and aims to inform Users of their rights and to enable the User to consent to the use of their personal data, particularly their health data, by means of a checkbox when creating their account.

The data protection officer appointed by WEFIGHT can be contacted at the following email address:

dpo@wefight.co

Article 16 – Intellectual Property

VIK and VIK's computer design and Content that is provided by WEFIGHT or its licensors, including texts, graphics, images and sounds, photographs, digitally downloadable files, ("WEFIGHT Content") are creative works owned by WEFIGHT and/or for which WEFIGHT owns all rights and permissions of use.

Users shall not violate the rights of WEFIGHT, whether directly or indirectly. Any representation, reproduction, exploitation, or modification, by any process and on any platform is prohibited.

Any use of the Content not expressly permitted by these Terms of Use is a breach of these Terms and of Use and may violate copyright, trademark, and other laws.

The trademarks, logos, symbols, product and program names, slogans, and the compilation of the foregoing on the Site are trademarks of WEFIGHT or third parties. Any total or partial reproduction, imitation, or use of these distinctive symbols without express written authorization of WEFIGHT is strictly prohibited.

Other distinguishing features, including corporate names, trade names, signs, and domain names reproduced on the platform are the property of WEFIGHT or third parties and any reproduction without express authorization may constitute theft under Article 1240 of the French Civil Code, for which the infringer shall be held liable.

Article 17 – Assignment – Outsourcing

Users acknowledge and accept that the contract with WEFIGHT may be transferred to a third party without prior notification.

WEFIGHT also reserves the right to transfer all or part of the execution of services to subcontractors meeting the same qualification requirements, specifically with regard to guarantees and the use of User Personal Data.

Article 18 – Completeness

These terms of Use represent the full range of commitments between the Parties and replace and cancel any previous agreements between them. These Terms of Use consist of the following, in descending order of priority:

1. Additional Contract Terms
2. Special Conditions
3. Terms and Conditions
4. Privacy Policy

In the event of a contradiction between the different documents, the stipulations of the highest document in the hierarchy take precedence over those of the lower-ranking document.

In the event of a contradiction between one or more stipulations in documents of the same rank, the most recent document prevails.

Where a provision in a lower-ranking document is not expressly mentioned in the higher-ranking document, that provision does not lose its legal value.

Given the possible changes in VIK and regulations, WEFIGHT reserves the right to modify its Terms of Use at any time. These changes will be made known to Users when they next log on to VIK. Refusing the Terms of Use or their subsequent amendments may prevent the use of VIK.

WEFIGHT reserves the right to terminate the contract with Users who refuse or do not comply with the Terms of Use.

Article 19 – Applicable laws and jurisdictions

Applicable Law. These Terms of Use are governed by French law. Written in French, they may be translated into any language, but if there is a translation problem or differences between the English and French versions, the French version takes precedence. To the fullest extent permitted by law, the French court will have exclusive jurisdiction over any claim arising from, or related to using VIK, although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country.

Claims. In the event of a problem, Users are invited to contact WEFIGHT first:

WEFIGHT
621 Avenue Georges Méliès
34 000 Montpellier France
contact@wefight.co

Mediation. Under Section L612-1 of the French Consumer Code, *“every consumer has the right to use a consumer mediator free of charge for the amicable termination of the dispute with a professional.”*

Article 20 – Termination

WEFIGHT may, in its sole discretion, and at any time, discontinue VIK or any part thereof, with or without notice, or may prevent your use of VIK with or without notice to you. You agree that you do not have any rights in VIK and WEFIGHT will have no liability to you if VIK and the services or any portion thereof are discontinued or your ability to access VIK or any Content you may have posted on the Site is terminated.

Article 21 – Various stipulations

If there is a problem in interpreting any of the headings of clauses or any of the clauses, the headings shall be declared non-existent.

These terms of Use and the Privacy Policy express the full rights and obligations of Users and WEFIGHT.

The invalidity of a clause does not entail the invalidity of the Terms of Use, except for that of an essential and fundamental clause that led one of the Parties to contract. The cancelled stipulation or stipulations are deemed unwritten.



The fact that either party does not take advantage of any of the clauses at any given time or that it tolerates the temporary or permanent non-execution of the obligations of the other Party shall not be interpreted as a waiver of these obligations at a later date.

The fact that either Party tolerates non-execution or an imperfect execution of the Terms of Use or, more generally, of tolerates any act, abstention or omission from the other Party that is not in accordance with the provisions of the Terms of Use may not confer any right upon the Party having benefited from this tolerance or waiver.

THE USE OF VIK AND THE CONTENT IS AT YOUR OWN RISK.

WEFIGHT MAKES NO WARRANTIES, REPRESENTATIONS OR GIVE ANY UNDERTAKINGS EITHER EXPRESS OR IMPLIED ABOUT ANY OF THE CONTENT IN VIK (INCLUDING, WITHOUT LIMITATION, THE TIMELINESS, CURRENCY, ACCURACY, QUALITY, COMPLETENESS OR FITNESS FOR ANY PARTICULAR PURPOSE OF SUCH CONTENT OR THAT THE RESULTS WHICH MAY BE OBTAINED FROM THE USE OF VIK WILL BE ERROR FREE OR RELIABLE).

WE, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE.