

Terms of Use

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BY AGREEING TO, ACCESSING, OR USING THE SITE, YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND, AS A CONDITION OF YOUR ACCESS TO OR USE OF THE SITE, YOU AGREE TO BE BOUND BY, THE FOLLOWING TERMS AND CONDITIONS, INCLUDING THE [PRIVACY POLICY] (DEFINED BELOW) (TOGETHER, THESE “TERMS”). IF YOU ARE NOT ELIGIBLE, OR DO NOT AGREE TO THE TERMS, THEN YOU DO NOT HAVE OUR PERMISSION TO USE THE SITE. YOUR USE OF THE SITE, AND VTVK’S PROVISION OF THE SITE TO YOU, CONSTITUTES AN AGREEMENT BY VTVK AND BY YOU TO BE BOUND BY THESE TERMS.

Overview. The Site provides information regarding the products and services offered by VTVK and enables users of the Site to sign up to receive additional information about such products and services.

Eligibility. By accessing or using this Site, you represent and warrant to us that your access to and use of the Site is in compliance with any and all applicable laws and regulations. If you are accessing the Site on behalf of an entity, organization, or company, then (a) “you” will refer to that entity, organization, or company and (b) the individual accessing or using this Site on your behalf represents and warrants that they have authority to bind you to these Terms and you agree to be bound by these Terms.

Licenses

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Information You Submit. Do not submit any information or other materials that you consider confidential or proprietary through the Site. If you choose to provide input and suggestions regarding problems with or proposed modifications or improvements to the Site (“Feedback”), then you do so on a non-confidential basis (regardless of any designation or indication to the contrary in the submitted information or any accompanying correspondence) and you hereby grant VTVK an unrestricted, perpetual, irrevocable, non-exclusive, fully paid-up, royalty-free, transferable, sublicensable right to exploit the Feedback in any manner and for any purpose, including to improve the Site and create other products and services.

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Modification of these Terms. We reserve the right to change these Terms on a going-forward basis at any time. You agree to be bound by the most current version of these Terms each time you access or use the Site. Except as expressly permitted in this Section 6, the Terms by which you and we are bound may be amended only by a written agreement signed by authorized representatives of each of you and us. Disputes arising under these Terms will be resolved in accordance with the version of these Terms that was in effect at the time the dispute arose. Modification of the Site. VTVK reserves the right to modify or discontinue the Site at any time (including by limiting or discontinuing certain features of the Site), temporarily or permanently, without notice to you. VTVK will have no liability for any change to the Site or any suspension or termination of your access to or use of the Site.

Term and Termination.

These Terms are in effect at all times that you access or use the Site. If you violate any provision of these Terms: (a) you must immediately cease all use of the Site; (b) your rights under these Terms are terminated and you are no longer authorized to access or use the Site; and (c) all definitions and Sections 3(b), 3(c), and 4 through 12 will survive termination.

Indemnity.

To the fullest extent permitted by law, you are responsible for your use of the Site, and you will defend and indemnify VTVK and its officers, directors, employees, consultants, affiliates, subsidiaries, licensors, suppliers, and agents (together, the "VTVK Entities") from and against every claim brought by a third party against a VTVK Entity, and any related liability, damage, loss, and expense, including reasonable attorneys' fees and costs, arising out of or related to: (a) your unauthorized use of, or misuse of, the Site; (b) your violation of any portion of these Terms or any applicable law or regulation; (c) your violation of any third-party right, including any intellectual property or other proprietary right or right of publicity, confidentiality, or privacy; or (d) any dispute or issue between you and any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of the applicable claims.

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Miscellaneous

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Governing Law. These Terms are governed by the laws of the state of Washington without regard to conflict of law principles that would result in the application of the laws of another jurisdiction. You and VTVK submit to the personal and exclusive jurisdiction of the state courts and federal courts located within King County, Washington, for resolution of any lawsuit or court proceeding permitted under these Terms.

Privacy Policy. Please read the [Privacy Policy] carefully for information relating to our collection, use, storage, and disclosure of your personal information. The [Privacy Policy] is incorporated by this reference into, and made a part of, these Terms.

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Additional Terms. Your use of the Site is subject to all additional terms, policies, rules, or guidelines applicable to the Site or certain features of the Site that we may post on or link to from the Site or that you agree to in connection with certain technology or services made available to you by or on behalf of VTVK (the “Additional Terms”). All Additional Terms are incorporated by this reference into, and made a part of, these Terms.

Contact Information. The Site is offered by VTVK, Inc. located at 800 Bellevue Way NE, Bellevue, WA 98004. You may contact us by sending correspondence to that address or by emailing us at support@getrhythms.ai

Notice to California Residents. If you are a California resident, under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite N 112, Sacramento, California 95834, or by telephone at (800) 952-5210 in order to resolve a complaint regarding the Site or to receive further information regarding use of the Site.

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