



ATLAS Terms of Service

Version 1.0

1. Definitions

ATLAS (the "**Site**") is a website developed and operated by VACenter ("The Company"). For purposes of this Agreement (defined below), "**you**" and "**your**" mean the user of the computer on which the website will be or has been viewed. The account protected side of the website (the "App") is the area of the Site in which access is restricted via the permissions and account restrictions setup by VACenter.

PLEASE READ THIS TERMS OF USE AGREEMENT (THIS "**TERMS OF USE**" OR "**AGREEMENT**") CAREFULLY. BY USING THE [HTTPS://ATLAS.VA-CENTER.COM](https://atlas.va-center.com) WEBSITE, OR BY USING THE [HTTPS://VA-CENTER.COM](https://va-center.com) WEBSITE AND RELATED WEBPAGES (THE "**SITE**"), YOU AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN CONTRACT SIGNED BY YOU. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THE AGREEMENT, CLICK ON THE BUTTON THAT INDICATES THAT YOU DO NOT AGREE TO ACCEPT THE TERMS OF THIS AGREEMENT (IF APPLICABLE) AND DO NOT US THE SITE.

Please note that in using the Site, you may be required to provide VACenter with certain personally identifiable information, retention and use of which are subject to the VACenter Privacy Policy (the "**Privacy Policy**") ([HTTPS://ATLAS.VA-CENTER.COM/privacy](https://atlas.va-center.com/privacy)), incorporated herein by reference. Your use of the Site signifies that you have read, understand and agree with the terms of the Privacy Policy.

2. Your License

The Site are available for use only by authorized end users in accordance with the terms and conditions set forth in this Agreement. Your rights to use the site are defined in and subject to the terms and conditions of the Site End User License Agreement (the "**EULA**"), which is incorporated herein by reference, in addition to this Agreement. The Site and other software are made available (collectively, the "**Properties**") are provided for your individual, non-commercial, entertainment purposes only. Except as may be expressly permitted by VACenter, you may not sell, copy, exchange, transfer, publish, assign or otherwise distribute anything you copy or derive from the Properties.

3. Requirements

In using the Site, and/or by clicking "accept" when you install any Software, you acknowledge that you have read, understand and agree with the terms of this Agreement. In order to participate in the Site, you must also: (i) read, understand and agree to the EULA; (ii) view a valid copy of the Site and (iii) meet the hardware and connection requirements published on the Site. These requirements may change as the Site evolves. You are wholly responsible for the cost of all internet connection fees, along with all equipment, servicing, or repair costs necessary to allow you access to the Site.

4. Account Information

4.1. General

While some elements of the Site may be generally accessed by the public, certain aspects of the Site require you to create an Account by providing VACenter with personal data, including your email address. You agree that you will supply accurate and complete information to VACenter, and that you will update that information promptly after it changes. All of the information you provide to VACenter will be governed by the terms and conditions of this Agreement and the Privacy Policy. The information will be used by VACenter for a variety of internal purposes, including without limitation, to maintain the Account, to ensure that your Account is unique, to deal with security, debugging and technical support issues, and for possible payment-related issues. You acknowledge that, if any information provided by you is untrue, inaccurate, not current or incomplete, VACenter reserves the right to terminate this Agreement, your Account, and/or your use of the Site. Please note that in utilising certain areas of the Site or the App (e.g. purchasing subscriptions), you may be requested to provide additional information in order to complete a purchase, such as your name, full address, credit card information or other payment information as appropriate to the selected payment method.

4.2. Eligibility

Only "natural persons," as opposed to any kinds of legal entities (e.g., corporations, limited liability companies, and/or partnerships), shall have the privilege of establishing an Account. By entering into this Agreement and creating an Account, you represent that you are an adult and have the legal capacity to enter into a contract in the jurisdiction where you reside. You agree to comply with this Agreement on behalf of yourself and, at your discretion, any minor children for whom you are the parent or legal guardian and whom you have authorised to use the Site using your Account. You further agree that you are entirely liable for all activities conducted through your Account, and are responsible for ensuring that you and/or your child is aware of, understands, and complies with the terms of this Agreement and any and all other VACenter rules, policies, notices and/or agreements.

THE SITE IS NOT DIRECTED AT CHILDREN UNDER 13 YEARS OF AGE, NOR DOES VACENTER KNOWINGLY COLLECT INFORMATION FROM CHILDREN UNDER 13. IF YOU ARE UNDER 13, PLEASE DO NOT SUBMIT ANY PERSONALLY IDENTIFIABLE INFORMATION TO VACENTER.

4.3. Login Credentials

In creating an Account, you will be required to provide subscription purchase data. For certain aspects of the Site you will be required to select a unique email and password (collectively, " **Login Credentials**"), which you will use each time you access the App. You may not share your Account with anyone other than as expressly set forth herein, and you are entirely responsible for maintaining the confidentiality of your Login Credentials and for any and all activities (including purchases and charges, as applicable) that are conducted through your Account. Please notify VACenter immediately if you become aware of any breach of security, including any loss, theft or unauthorised disclosure of your Login Credentials.

4.4. Account Sales

The Account supplied to you is personal to you, and VACenter does not recognise and expressly forbids the transfer of user Accounts. You shall not purchase, sell, gift or trade any Account, or make any such offer, and any attempt shall be null and void. Any distribution by you of your Account and/or your Login Credentials (except as expressly provided herein or otherwise explicitly approved of by VACenter) may result in suspension or termination of your Account.

4.5. Suspension/Termination

- **By VACenter:**
 - VACenter reserves the right to suspend, terminate, modify or delete your account at any time for any reason or no reason, with or without notice to you and with no liability of any kind to you. Additionally, VACenter may stop offering and/or supporting the Site at any time. For purpose of explanation and not limitation most Account suspensions, terminations and/or deletions are the result of violation of this Agreement, the EULA, the Privacy policy. Accounts terminated by VACenter shall not be reinstated under any conditions whatsoever.
- **By You:**
 - You may terminate your Account at any time, for any or no reason, by contacting VACenter at privacy@va-center.com or through any applicable site functions.

5. Ownership

5.1. Intellectual Property

All rights and title in and to the Site, and all content included therein (including, without limitation, Accounts, computer code, artwork, graphics, animations, sounds, musical compositions and recordings and methods of operation) are owned by VACenter or its licensors. The Properties, and all content therein are protected by Australian Commonwealth and other international intellectual property laws. VACenter and its licensors reserve all rights in connection with the Properties, including, without limitation, the exclusive right to create derivative works therefrom. You agree that you will not create any work of authorship based on the Properties except as expressly permitted by VACenter. Additionally, except as otherwise set forth in this Section 5.1, VACenter does not authorise you to make any use whatsoever of any VACenter trademarks, service marks, trade names, logos, domain names (collectively, the " VACenter Marks") under any circumstances without a written license agreement. Any reproduction, redistribution, or modification of the Properties, or use of the Properties not in accordance with the EULA or this Agreement, is expressly prohibited by law and may result in severe civil and criminal penalties. VACenter reserves all rights, title, and interest in VACenter Marks and all other intellectual property, and does not authorise you to display or use such in any manner, including but not limited to use on websites, on blogs, in forums, in signatures, on products, or in printed or electronic publications.

5.2. Account Statistics

When using the Site, you may accumulate Account Statistics and/or other value or status indicators (" **Site Assets**") associated with your Account that reside on servers operated by VACenter as data. You acknowledge and agree that such Site Assets are accumulated as part of your Account and therefore you shall have no ownership or other property interest in any of those Site Assets. You further acknowledge and agree that VACenter has the right, but not the obligation, to delete, alter, move, remove, or transfer any and all Site Assets, in whole or in part, at any time and for any reason, with or without notice to you, and with no liability of any kind to you. VACenter does not provide or guarantee, and expressly disclaims any value, cash or otherwise, attributed to any data residing on servers operated by VACenter, including without limitation the Site Assets associated with your Account.

YOU FURTHER ACKNOWLEDGE AND AGREE THAT THE ACCOUNT STATISTICS YOU ACQUIRE HAVE NO MONETARY VALUE AND CANNOT BE REDEEMED FOR CASH.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, YOU ACKNOWLEDGE AND AGREE THAT YOU SHALL HAVE NO OWNERSHIP OR OTHER PROPERTY INTEREST IN YOUR ACCOUNT, AND YOU FURTHER ACKNOWLEDGE AND AGREE THAT ALL RIGHTS IN AND TO THE ACCOUNT ARE AND SHALL FOREVER BE OWNED BY AND INURE TO THE BENEFIT OF VACenter. YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE NO CLAIM, RIGHT, TITLE, OWNERSHIP OR OTHER PROPRIETARY INTEREST IN THE GRADE AND ACCOUNT STATISTICS YOU ACCUMULATE. FURTHERMORE, VACenter SHALL NOT BE LIABLE IN ANY MANNER FOR THE DESTRUCTION, DELETION, MODIFICATION, IMPAIRMENT, "HACKING," OR ANY OTHER DAMAGE OR LOSS OF ANY KIND CAUSED TO THE SITE ASSETS, INCLUDING BUT NOT LIMITED TO THE DELETION OF SITE ASSETS UPON THE TERMINATION OR EXPIRATION OF YOUR ACCOUNT.

5.3. Unsolicited Idea Submissions

VACenter values your feedback on its services and products, but please do not submit any creative ideas, suggestions or materials except through methods officially recognised as feedback (**Feedback Method**). If you submit ideas through a Feedback Method to VACenter or to any of its employees and/or contractors despite this policy, then you hereby acknowledge and agree that, from the time of transmission or dispatch, you grant VACenter and its designees a worldwide, perpetual, irrevocable, sublicenseable, transferable, assignable, non-exclusive and royalty-free right and license to use, reproduce, distribute, adapt, modify, translate, create derivative works of, publicly perform, publicly display, digitally perform, make, have made, sell, offer for sale and import your Unsolicited Ideas, including, without limitation, all copyrights, trademarks, trade secrets, patents, industrial rights and all other intellectual and proprietary rights related thereto, in any media now known or hereafter developed, for any purpose whatsoever, commercial or otherwise, including, without limitation, giving the Unsolicited Ideas to others, without any compensation to you. To the extent necessary, you agree that you undertake to execute and deliver any and all documents and perform any and all actions necessary or desirable to ensure that the rights to use the Unsolicited Ideas granted to VACenter as specified above are valid, effective and enforceable. You also give up any claim that any use by VACenter and/or its licensees of your Unsolicited Ideas violates any of your rights, including but not limited to moral rights, privacy rights, rights to publicity, proprietary or other rights, and/or rights to credit for the material or ideas set for therein.

6. Code of Conduct

While using any of the Properties, you agree to comply with all applicable laws, rules and regulations. You also agree to comply with certain additional rules that govern your use of the Properties (the "**Code of Conduct**"). The Code of Conduct is not meant to be exhaustive, and VACenter reserves the right to modify this Code of Conduct at any time, as well as take appropriate disciplinary measures including Account termination and deletion to protect the integrity and spirit of the Properties, regardless of whether a specific behaviour is listed here as prohibited. The following are examples of behaviour that warrant disciplinary measures:

- A. Impersonating any person, business, or entity, including an employee of VACenter, or communicating in any way that makes it appear that the communication originates from VACenter;
- B. Posting identifying information about yourself, or any other user, to the Site;
- C. Harassing, stalking, or threatening any other users on the Site;
- D. Removing, altering or concealing any copyright, trademark, patent or other proprietary rights notices of VACenter contained in the Site, and/or the Software. You also may not transmit content that violates or infringes the rights of others, including without limitation, patent, trademark, trade secret, copyright, publicity, personal rights or other proprietary or non-proprietary rights;
- E. Transmitting or communicating any content which, in the sole and exclusive discretion of VACenter, is deemed offensive, including, but not limited to, language that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, or racially, ethnically, or otherwise objectionable;
- F. Transmitting or facilitating the transmission of any content that contains a virus, corrupted data, trojan horse, bot keystroke logger, worm, time bomb, cancelbot or other computer programming routines that are intended to and/or actually damage, detrimentally interfere with, surreptitiously intercept or mine, scrape or expropriate any system, data or personal information;
- G. Spamming chat, whether for personal or commercial purposes, by disrupting the flow of conversation with repeated postings of a similar nature;
- H. Participating in any action which, in the sole and exclusive judgment of VACenter, "exploits" an undocumented aspect of the Site in order to secure an unfair advantage over other users;
- I. Participating in any action which, in the sole and exclusive judgment of VACenter, defrauds any other user of the Site, including, but not limited to, by "scamming" or "social engineering;"
- J. Using any unauthorised third party programs, including but not limited to "mods," "hacks," "cheats," "scripts," "bots," "trainers," and automation programs, that interact with the Software in any way, for any purpose, including, without limitation, any unauthorised third party programs that intercept, emulate, or redirect any communication between the Software and VACenter and any unauthorised third party programs that collect information about the Site by reading areas of memory used by the Software to store information;
- K. Accessing or attempting to access areas of the Site or Site's servers that have not been made available to the public;
- L. Selecting a user name or callsign that is falsely indicative of an association with VACenter, contains personally identifying information, infringes on the proprietary or non-proprietary rights of third parties, or that is offensive, defamatory, vulgar, obscene, sexually explicit, racially, ethnically, or otherwise objectionable. You may not use a misspelling or an alternative spelling to circumvent this restriction on Summoner name choices. VACenter may modify any name which, in the sole and exclusive judgment of VACenter, violates this provision without further notification to you, and may take further disciplinary measures, including Account termination, for repeated violations.

7. User Content

7.1. Ownership

Content" means any communications, images, sounds, and all the material and information that you upload or transmit through the Site, or that other users upload or transmit, including, without limitation, and/or the in-App notes system. You hereby acknowledge and agree that you remain fully responsible for and are the owner of any and all Content. However, you grant VACenter from the time of uploading or transmission of the Content, non-exclusively, all now known or hereafter existing copyrights and all other intellectual property rights to all Content of every kind and nature, in perpetuity (or for the maximum duration of protection afforded by applicable law), throughout the universe and you hereby grant VACenter as a present non-exclusive license of future rights all such intellectual property rights to the extent owned by you. In the event that any of the Content is not licensable, you hereby grant to VACenter and its licensors, including, without limitation, its respective successors and assigns, a perpetual, irrevocable, sublicensable, transferable, worldwide, paid-up right to reproduce, fix, adapt, modify, translate, reformat, transmit, or provide access to electronically, broadcast, communicate to the public by telecommunication, display, perform, enter into computer memory, and use and practice such Content as well as all modified and derivative works thereof, without compensation to you. To the extent necessary, you agree that you will undertake to execute and deliver any and all documents and perform any and all actions necessary or desirable to ensure that the rights to use the Content granted to VACenter as specified above are valid, effective and enforceable. You also hereby waive any moral rights you may have in such Content under the laws of any jurisdiction to the maximum extent permitted by the laws of your jurisdiction. You represent, warrant and agree that none of the Content will be subject to any obligation, whether of confidentiality, attribution or otherwise, on the part of VACenter and VACenter will not be liable for any use or disclosure of any Content. You further acknowledge and agree that you shall not upload or otherwise transmit on or through the Site any Content that is subject to any third-party rights.

7.2. Consent to Monitoring

VACenter does not, and cannot, pre-screen or monitor all Content. However, its representatives may monitor and/or record your communications when you are using the Site, and you hereby provide your irrevocable consent to such monitoring and recording. You acknowledge and agree that you have no expectation of privacy concerning the submission of any Content. VACenter does not assume any responsibility or liability for Content that is generated by users of the Site. VACenter has the right but not the obligation, in its sole discretion, to edit, refuse to post, or remove any Content. Furthermore, VACenter also reserves the right, at all times and in its sole discretion, to disclose any Content for any reason, including, without limitation (i) to satisfy any applicable law, regulation, legal process or governmental request; (ii) to enforce the terms of this Agreement or any other agreement; (iii) to protect the legal rights and remedies of VACenter; (iv) where someone's health or safety may be threatened; (v) to report a crime or other offensive behaviour. Please take care to not provide any personally identifiable information and to abide by the Code of Conduct, understanding that you do not have an expectation of privacy in the Content you provide.

8. Updates and Modifications

8.1. Agreement

VACenter reserves the right, in its sole and absolute discretion, to revise, update, change, modify, add to, supplement, or delete certain terms of this Agreement as the Properties evolve; provided, however, that material changes to this Agreement will not be applied retroactively. Such changes will be effective with or without prior notice to you. You can review the most current version of this Agreement by clicking on the "Terms of Use" link located at the bottom of the Site. You are responsible for checking this Agreement periodically for changes. If any future changes to this Agreement are unacceptable to you or cause you to no longer be in agreement or compliance with this Agreement, you must terminate this Agreement and immediately stop using the Properties. Your continued use of any of the Properties following any revision to this Agreement constitutes your complete and irrevocable acceptance of any and all such changes. Please note that VACenter may also revise other policies, including the EULA and Privacy Policy, at any time, and the new versions will be available on the Site. If at any time you do not agree with any portion of the then-current version of a particular VACenter policy, including but not limited to this Agreement, you must immediately stop using the Properties.

8.2. The Properties

In an effort to improve the Properties, you agree that VACenter may change, modify, update, suspend, or restrict your access to any features or parts of the Properties, and may require that you download and install updates to the Software, at any time without notice or liability to you. You also understand and agree that any such changes or updates to the Properties might change the system specifications necessary to use the Site, and in such a case, you, and not VACenter, are responsible for purchasing any necessary additional software and/or hardware in order to access and use the Site.

9. Links

The Site may contain links to websites operated by other parties. VACenter provides these links to you as a convenience, or other users might be posting these links as user-provided Content. Use of these links and the external websites are at your own risk. The linked sites are not under the control of VACenter, and VACenter is not responsible for the content available on the other sites. Such links do not imply endorsement by VACenter of information or material on any other site, and VACenter disclaims all liability with regard to your access to and use of such linked websites. Should you choose to provide a link on the Site to an external website, unless otherwise set forth in a written agreement between you and VACenter, you acknowledge and agree to the following:

- (i) The appearance, position and other aspects of the link may not be such as to damage or dilute the goodwill associated with VACenter and/or its licensors' names and trademarks
- (ii) The appearance, position and other attributes of the link may not create the false appearance that your organisation or entity is sponsored by, affiliated with, or associated with VACenter;
- (iii) When selected by a user, the link must display the external website on full-screen and not within a "frame" on the linking Site;
- (iv) VACenter reserves the right to revoke its consent to the link at any time and in its sole discretion.

10. Fees

Some aspects of the Site may require you to pay a fee, and you agree that you will provide accurate and complete payment information to the third-party payment provider used by VACenter. You further agree to pay all fees and applicable taxes incurred by you or anyone using an Account registered to you. VACenter may revise the pricing for the Site or any item associated therewith at any time. All fees and charges are payable in accordance with payment terms in effect at the time the fee or the charge becomes due and payable. VACenter may, from time to time, modify, amend, or supplement its fees and fee-billing methods, and such changes shall be effective immediately upon posting in this Agreement or elsewhere on the Site. If there is a dispute regarding payment of fees to VACenter, your Account may be closed without warning or notice at the sole discretion of VACenter.

YOU ACKNOWLEDGE AND AGREE THAT ANY APPLICABLE FEES AND OTHER CHARGES FOR FEE-BASED SERVICES ARE PAYABLE IN ADVANCE AND NOT REFUNDABLE IN WHOLE OR IN PART. YOU ARE FULLY LIABLE FOR ALL CHARGES TO YOUR ACCOUNT, INCLUDING ANY UNAUTHORISED CHARGES.

11. Warranty Disclaimer

The Properties are provided to you on an “As Is” and “As Available” basis without warranties or representations of any kind, express or implied. To the fullest extent permitted by applicable law, VACenter disclaims all warranties, express or implied, which might apply to the Properties, including without limitation, implied warranties of title, non-infringement merchantability, fitness for a particular purpose, any warranties that may arise from course of dealing, course of performance or usage of trade, and any warranties as to the accuracy reliability or quality of any content or information contained within the properties. VACenter does not warrant that the properties will be uninterrupted or error-free that defects will be corrected or that the properties are free of viruses or other harmful components. You assume all responsibility for selecting the properties to achieve your intended results, and for the installation of, use of, and results obtained from the Properties.

Because some states or jurisdictions do not allow the disclaimer of implied warranties, the forgoing disclaimer may, in whole or in part, not apply to you.

12. Indemnification

You hereby agree to indemnify, defend and hold harmless VACenter from and against any and all claims, lawsuits, damages, losses, liabilities and costs (Including Attorneys' Fees) that directly or indirectly arise or result from your use or misuse of the properties, or any violation by you of any of the provisions of this agreement, the EULA, or the privacy policy. VACenter reserves the right, at its own expense and in its sole and absolute direction, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, in which you will cooperate with VACenter in asserting and available defences.

13. Limitation of Liability

UNDER NO CIRCUMSTANCES, AND UNDER NO LEGAL THEORY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL VACenter BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF DATA, LOSS OF GOOD WILL, OR LOST PROFITS), OR ANY DAMAGES FOR GROSS NEGLIGENCE OF ANY KIND (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES) ARISING FROM YOUR USE OR MISUSE OF THE PROPERTIES, EVEN IF VACenter KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL VACenter BE LIABLE FOR ANY DAMAGES IN EXCESS OF ANY AMOUNT YOU HAVE PAID TO VACenter FOR SITE-RELATED TRANSACTIONS, IF ANY, DURING THE SIX (6) MONTHS IMMEDIATELY PRIOR TO THE TIME YOUR CAUSE OF ACTION AROSE.

14. Termination

This Agreement (and all subsequent modifications, if any) shall remain effective until terminated. Both you and VACenter may terminate this Agreement at any time for any reason or for no reason. Termination by VACenter will be effective upon notice to you, termination or deletion of your Account, or its decision to permanently discontinue offering and/or supporting the Site, which it may do at any time in its sole discretion. If, however, you wish to terminate your Account, you must affirmatively do so by notifying VACenter at privacy@va-center.com as stated above. Upon termination of this Agreement, your right to use the Properties shall immediately cease.