

## **END-USER AGREEMENT for CAA VirtualOpacity<sup>SM</sup> Smoke Testing Application Used With a Third-Party VR headset (this Agreement):**

Compliance-Assurance Associates (CAA) provides its VirtualOpacity<sup>SM</sup> software product, CAA's virtual reality (VR)-based visible emissions observation (VEO) training and certification software application (hereinafter referred to as "the App"). By using VirtualOpacity<sup>SM</sup>, you acknowledge and agree to the following:

**PROPER USE:** The user agrees not to use any of the App or any of its contents for any purpose other than for VEO training and certification through CAA.

**PHYSICAL ENVIRONMENT RISKS:** You understand that using a VR headset may limit your awareness of your physical surroundings. You agree to clear the area around you of potential hazards before using the App and to try to remain aware of your surroundings during use.

**PERSONAL INJURY:** You assume all risks associated with using the App, including but not limited to the risks of physical injury to yourself or others, property damage, or any other harm resulting from your use of the App and the associated third-party VR headset.

**HEALTH RISKS:** You acknowledge that use of virtual reality technology may cause dizziness, nausea, disorientation, or other physical discomfort in some users. You agree to immediately discontinue use of the App if you experience any of these symptoms.

**LIMITATION Of LIABILITY:** To the fullest extent permitted by applicable law, CAA shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses resulting from (a) your use or inability to use the App; (b) any third party conduct or content on the App; or (c) unauthorized access, use, or alteration of your transmissions or content.

**THIRD-PARTY HARDWARE:** You acknowledge that CAA does not manufacture, sell, or control third-party VR headsets and the software that runs on them. CAA is not responsible for any issues, damages, or injuries arising from the use of such third-party hardware. CAA is not responsible for any app or content on the VR headset other than the CAA app, the App.

**USER RESPONSIBILITY:** You agree to use the App responsibly and in accordance with all safety guidelines provided by CAA, the manufacturer of your VR headset, and your organization. You acknowledge that it is your responsibility to ensure your physical safety and the safety of others around you while using the App.

**ADJUSTING VR HEADSET:** You are responsible to adjust the VR headset to accommodate your head size, eye spacing, and eye glasses, if applicable. Proper adjustment reduces the chance of dizziness or nausea. If you are sharing the VR headset with others, each person is responsible for adjusting the headset for themselves.

**SHARED HARDWARE And HYGIENE:** If you are using the App with a shared VR headset, you acknowledge and agree to the following:

a) **Responsibility for Cleaning:** You or someone in your organization is responsible for properly cleaning and disinfecting the shared hardware before and after each use. This may include, but is not limited to, using appropriate disinfectant wipes, cleaning solutions, or disposable covers, in accordance with your organization's policies.

b) **Health Risks:** You understand that failing to properly clean shared hardware may increase the risk of spreading communicable diseases, skin conditions, or other health issues.

c) **No Liability:** CAA is not responsible for any illness, infection, or other health issues that may arise from the use of shared hardware. You agree to use shared hardware at your own risk.

**DATA PRIVACY AND RETENTION:** CAA uses your information (Student Record) for identification, for contacting you, and as an official record of your VEO certifications. Your Student Record contains your CAA student-ID, name, phone number, test scores, and certifications.

CAA will not share this information with any entities other than our subsidiaries and affiliates without your permission. Your certification status is available via the CAA website to those who know your student-ID and last name.

CAA holds your Student Record indefinitely, ensuring a complete history of CAA certifications is available. The phone number field is optional. If you prefer not to provide your actual number, you may enter all 1's instead.

CAA's full privacy policy can be viewed here: <https://compliance-assurance.com/privacy.php>

**By using the App, you acknowledge that you have read, understood, and agree to be bound by the terms of this Agreement.**

**If you do not agree to these terms, you may not use the App.**