

Terms of Use

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Welcome to *cymmetria.com* (the “**Website**”). These Terms of Use (“**Terms**”) constitute a legally binding agreement between you and Cymmetria[®], Inc., a company incorporated under the laws of Delaware (“**Cymmetria**”, “**we**” or “**us**”); and govern your use of the Website and Cymmetria’s services which are available via the Website (the “**Service**”).

Your use of the Service signifies your understanding and agreement to be bound by these Terms and to comply with the applicable law, rules and regulations. If you do not agree to these Terms, please do not access the Website nor register and use the Service. You may not accept these Terms and use the Service if you are under the age of 16, if you are not qualified to create a binding legal agreement, or if the use of the Service is prohibited by the laws applicable to you. If you are accepting these Terms on behalf of your employer or another organization or entity, you represent and warrant that: (i) you have full legal authority to bind your employer, or the applicable organization or entity, to these Terms; and (ii) you agree, on behalf of the party that you represent, to these Terms. In such case, these Terms shall be binding on your employer or the applicable organization or entity, and any reference to “you” shall refer to both you and your employer or the applicable organization or entity. If you don’t have the legal authority to bind your employer or the applicable entity, you may not accept these Terms and your employer, or the applicable entity, may not use the Service.

We take the protection of personal information seriously, which is why we request that you please carefully review our [Privacy Policy](https://www.cymmetria.com/legal/1.10.0/eula/privacy-policy) (<https://www.cymmetria.com/legal/1.10.0/eula/privacy-policy>). Our Privacy Policy is hereby incorporated into these Terms by reference and forms an integral part hereof.

The Service

We may change, suspend or discontinue any aspect of the Service, at any time, including the availability of any Service. We may also modify, limit, deny or impose limits on certain features and services or restrict access to parts or all of the Service. We may terminate your access for any or no reason at any time by ceasing to provide the Service to you. We will not have any liability whatsoever to you for any such changes or termination.

We reserve the right at any time to charge fees for access to any part of the Service that are now free. All new fees, if any, will be posted prominently on the Website and in other appropriate locations.

You may use the Service solely for your own use. You agree not to access (or attempt to access) the Service by any means other than those provided and designated by us. Without derogating from any other term of these Terms, you agree to use the Service solely for lawful purposes. You agree that you will not (i) engage in any activity that interferes with or disrupts the Service (or the servers and networks which are related to the Service); (ii) take any action that imposes or may impose (as determined by us in our sole discretion) an unreasonable or disproportionately large load on our (or its third party providers’) infrastructure; (iii) bypass any

measures we may use to prevent or restrict access to the Service; or (iv) provide any information, including any email addresses or telephone numbers of friends, if you do not own or have permission to use such information.

Registration

Should you wish to access certain parts of the Service, you will be required to complete the registration process on the Website. As part of the registration process, you may be required to provide Cymmetria with certain personal information (including your name, the name of your organization, organizational or personal e-mail address, etc.) and to select a password. You shall provide Cymmetria with accurate, complete, and updated registration information.

Cymmetria reserves the right to refuse you registration and/or block or restrict your access to the Service, at its sole discretion. You are solely responsible for the activity that occurs on your account, whether or not specifically authorized by you, and for any damages, expenses or losses that may result from such activities, and must keep the account credentials secured. You must notify Cymmetria immediately of any breach of security or unauthorized use of your account.

Please note, that the use of Cymmetria's software products is subject to the End User License Agreement, which is available at <https://www.cymmetria.com/legal/1.10.0/eula/license>.

Changes In the Terms

We may change these Terms from time to time, with or without notice to you. The revised Terms shall become effective upon posting in the Website. It is your responsibility to review these Terms occasionally. You agree that your continued use of the Service shall constitute your consent to the new or revised set of Terms then in effect. If we have your e-mail address on record (subject to our privacy policy), we may use this to inform you of changes to these Terms in advance. If we make any changes that we deem as "material" (in our sole good faith discretion), we will usually notify you prior to the change becoming effective.

Limitation of Liability

We accept no responsibility or liability in contract, tort, negligence, breach of statutory duty or otherwise for any inconvenience, loss, damage, costs or expenses whatsoever incurred or suffered by anyone as a result of any information contained in or provided by the Service (unless such liability may not be excluded or limited as a matter of law, and in such case, our liability will be limited to the maximum extent permitted by law).

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THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES, OR THAT ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE. NO INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY OR IMPOSE ANY LIABILITY NOT EXPRESSLY STATED IN THE TERMS. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR ELECTRONIC DEVICE OR LOSS OF DATA, OR ANY OTHER LOSS OR DAMAGE THAT RESULTS FROM YOUR USE OF THE SERVICE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, THEREFORE SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES.

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TO THE EXTENT PERMITTED BY LAW, OUR TOTAL LIABILITY FOR ALL CLAIMS, DAMAGES AND LOSSES (WHETHER IN CONTRACT, TORT OR OTHERWISE), INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO \$100 OR THE AMOUNT YOU PAID US TO USE THE SERVICE IN THE LAST SIX MONTHS (ACCORDING TO WHICHEVER AMOUNT IS LOWEST).

If you are dissatisfied with any portion of the Service, or with any of these Terms of Use, your sole and exclusive remedy is to discontinue using the Service.

Content and Proprietary Rights

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Indemnification

Your use of the Service constitutes your agreement to defend, indemnify, and hold harmless Cymmetria and its affiliated entities, and their employees, contractors, officers, directors, agents and representatives, from any claim or demand, including reasonable attorneys' fees, arising out of (i) your use or misuse of the Service, or the use or misuse of the Service by a third party at your permission or under your credentials; or (ii) if you are accepting these Terms on behalf of your employer or another organization or entity – (a) the use or misuse of the Service by any person or entity related to your employer or the applicable organization or entity, or (b) any claim of by any person or entity related to your employer or the applicable organization or entity. This Indemnification section of the Terms survives termination of your account with the Service or of your use of the Service.

Applicable Laws and Jurisdiction

You agree that the laws of the State of California, excluding its conflicts-of-law rules, shall govern these Terms and your use of the Service, and any claims related thereto. The Convention on International Sale of Goods will not apply. You expressly agree that exclusive jurisdiction for any claim or dispute with Cymmetria or relating in any way to your use of the Service resides solely in the competent courts in California. Where these laws prevent the application of any part of these Terms, such laws will prevail to the extent mandated by them.

No Class Actions

Neither you nor the Company can bring a claim each other as a plaintiff or class member in a class action, consolidated action or representative action.

Miscellaneous

Correspondence should be sent to support@cymmetria.com. If you have any concerns regarding personal information you may have provided us or if you wish to request the erasure of said information, please contact us at privacy@cymmetria.com.

You agree to report any copyright violations to Cymmetria as soon as you become aware of them. In the event you have a claim of copyright infringement with respect to material that is contained in the Service, please notify us as soon as possible at: legal@cymmetria.com or support@cymmetria.com.

If any provision of these Terms shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions. We may assign these Terms, in whole or in part, at any time with or without notice to you, and these Terms will inure to the benefit of Cymmetria's successors, assigns and licensees. You may not assign, transfer or sublicense these Terms or any or all of your rights or obligations under these Terms without our express prior written consent. No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof. This is the entire agreement between you and Cymmetria relating to the subject matter herein. You may not modify these Terms. Without limitation, you agree that a printed version of these Terms and of any notice recorded in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.