

# Cignition

## Legal Terms of Use

Last updated: April 12, 2018

Welcome to Cignition (“**Cignition**”, the “**Company**”, “**we**” or “**us**”). Please carefully read these Legal Terms of Use (“**Terms**”) before participating in Site activities or using any Cignition application. The “Site” includes by definition, our web site, interactive features, applications, or other online or wireless offerings that post a link to these Terms, whether accessed via computer, mobile device or other technology, manner, or means.

All users of the Site agree that their access to and use of the Site are subject to these Terms and all applicable laws, and that any such access or use is undertaken at the user's own risk. These terms further are subject to change at any time without prior notice. We reserve the right to revise these Terms at any time. If we make any substantive changes, we will post the revised Terms on the Site, and may provide notice by posting a notice on the Site and/or sending e-mails to those whose e-mail address we have. Your use of the Site after such changes constitutes your agreement to the new policies. You should periodically read these Terms to learn of any revisions. Your use of the Site at any time is deemed to constitute your agreement to all of the terms of these Terms then in effect. If you do not agree to these terms, please do not use the Site.

By using the Site, you understand and agree that Cignition may share information about you and your transaction with other companies for the purpose of processing your transaction, including fraud prevention, vendor direct shipping and credit card authorization.

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The Site may contain typographical errors or inaccuracies and may not be complete or current. Company reserves the right to correct any errors, inaccuracies, or omissions (including after an order has been submitted) and to change or update information at any time without prior notice. Errors, inaccuracies, or omissions may relate to pricing and availability, and Company reserves the right to cancel or refuse to accept any order placed based on incorrect pricing or availability information.

The Site, and any information or content on the Site, are provided "as is." Company makes no representations or warranties of any kind, whether express or implied, with respect to the Site or content or information available on or through the Site. Except as otherwise provided under applicable laws, neither Company nor its corporate affiliates, nor the directors, officers, employees, agents, contractors, successors or assigns of each, shall be liable for any damages whatsoever arising out of or related to the use of the Site or any other Web site linked to the Site. This limitation of liability applies to direct, indirect, consequential, special, punitive or other damages you or others may suffer, as well as damages for lost profits, business interruption, or the loss of data or information, even if Company is notified in advance of the potential for any such damages.

## **1. Payment Terms; Refund Policy.**

All sales on the Site are non-refundable and non-transferable, except as expressly provided in these Terms. We reserve the right, but have no obligation, to confirm the credibility of all payment transactions, including confirming the validity of credit card transactions, and you acknowledge that such process may delay or preclude receipt of payments. We are not obligated to process payments (i) that have been made by fraudulent, illegal, or unauthorized means, as determined by us in our sole discretion or (ii) to any account located in a country or territory where there is high-risk for fraudulent activity, as reasonably determined by us in our sole discretion.

Unless otherwise indicated, all prices, fees, and other amounts referred to on the Site are in U.S. dollars and do not include any taxes. You will be responsible for the payment of any taxes applicable to any sales through the Site. We reserve the right to introduce fees for other services in the future at our sole discretion. Refund requests will be processed at our sole discretion.

## **2. Privacy.**

Use of Site is governed by our Privacy Policy, which is incorporated into these Terms by reference. The Privacy Policy is available for review at

[http://static.cignition.com/Cignition\\_Privacy\\_Policy.pdf](http://static.cignition.com/Cignition_Privacy_Policy.pdf)

## **3. Disclaimer.**

The Site, content provided through the Site, and all technology, software, materials, data, or images provided or used by or on behalf of Company or its licensors in connection with the Site are provided “as is” and on an “as available” basis. Except as expressly set forth herein, Company makes no other representation or warranty of any kind, whether express, implied, statutory, or otherwise with respect to the offerings on the site. Except to the extent prohibited by applicable law, Company disclaims all implied warranties with respect to the Site, including any implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, non-infringement, and quiet enjoyment, and any warranties arising out of any course of dealing, performance, or trade usage. Company will not be held responsible for (a) any errors, inaccuracies, or service interruptions, including power outages or system failures; or (b) any unauthorized access to, use of, or alteration of, or deletion, destruction, damage, or loss of, any data, images, text, or other information or content. Company may discontinue any aspect of the Site, or may change the nature, features, functions, scope, or operation of the Site at any time. Company also does not warrant in any way that the Site will be provided in an uninterrupted manner or that the related content will be error-free or free of harmful components.

## **4. Intellectual Property Rights**

The Site and its contents, images, features, and functionality (including but not limited to all information, software, text, displays, video, and audio, and the design, selection and arrangement thereof), are owned by us, licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

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Other than as expressly provided, no right, title or interest in or to the Site or any content on the Site is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Site not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark and other laws.

## **5. Prohibited Uses**

You may use the Site only for lawful purposes and in accordance with these Terms. You agree not to use the Site:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter" or "spam" or any other similar solicitation.
- To impersonate or attempt to impersonate any other person.
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Site.

Additionally, you agree not to:

- Use the Site in any manner that could disable, overburden, damage, or impair the Site or interfere with any other party's use of the Site.
- Use any robot, spider or other automatic device, process or means to access the Site for any purpose, including monitoring or copying any of the material on the Site.
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Site, the server on which the Site is stored, or any server, computer or database connected to the Site.
- Attack the Site via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Site.

## **6. Limitation of Liability.**

TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL CIGNITION BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION ANY LOST OPPORTUNITY OR PROFITS, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF GOODWILL OR ANY

OTHER INTANGIBLE BENEFIT, EVEN IF SUCH DAMAGES ARE FORESEEABLE AND WHETHER OR NOT CIGNITION HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. IN NO EVENT SHALL CIGNITION'S LIABILITY EXCEED THE TOTAL AMOUNT PAID TO CIGNITION BY YOU. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

**7. Severability.**

Should any term of these Terms be declared void or unenforceable by any court of competent jurisdiction, such declaration shall have no effect on the remaining terms hereof.

**8. Governing Law; Venue; Arbitration; Class Action Waiver.**

You agree that any dispute or claim arising out of sales on the Site or these Terms shall be settled by binding arbitration in the State of California under the American Arbitration Association Rules. Regardless of any law to the contrary, any claim against Company must be filed within one year of the time such claim arose, otherwise such claim will be barred forever. We agree that regardless of any law to the contrary, that the arbitrator shall have no authority to award, punitive or exemplary damages. Notwithstanding the above, we may apply to any court of competent jurisdiction for a temporary restraining order or other interim relief, as necessary without breach of this agreement and without abridgment of the powers of the arbitrator.

These Terms and the Service shall be governed by the laws of the State of California, without regard to conflicts of laws provisions and such law shall be applied by the arbitrator to the merits of any dispute or claim.

The Service is and remains a U.S. offering and all use of the information collected is and shall remain subject to U.S. law and practice. We make no claims that the Site or any of its content is compliant with any laws applicable to anyone outside of the United States. As indicated in the Privacy Policy, all personal information and data will be treated in accordance with the laws of the United States. If you access the Site from outside the United States, you do so on your own initiative.

By using the Site, you irrevocably waive any rights to seek and/or obtain injunctive or other equitable relief and any defense of forum non conveniens. Any and all disputes, claims and causes of action arising out of or connected with the Site will be resolved individually, without resort to any form of class action

**9. Questions & Contact Information**

If you wish to contact us, please do so via mail or e-mail, as follows:

Mailing Address:  
Cignition  
21 Hillbrook Drive  
Portola Valley, CA 94028

Email Address: [support@cignition.com](mailto:support@cignition.com)