



Terms & Conditions

By using our website or our co-branded or derivative sites (collectively, the “Sites”) you:

- Acknowledge that you have read the following “Terms of Use”;
- Agree to these Terms of Use and to any rules and policies we publish on the Sites;
- Certify that you are at least 18 years of age, and that, if you are acting on behalf of another person, you are authorized to do so, including to contractually bind the person.

“Using” the Sites also means transmitting information or software to, or obtaining information from, the Sites or from other users of the Sites.

“You” means any customer, authorized person, or any other person who views, accesses, uses, or obtains information from the Sites or who obtains information by monitoring activity to and from the Sites.

We may periodically change the Sites and the Terms of Use without notice to you. Any such change will be effective immediately upon posting. Each time you use the Sites, you agree to the then-current Terms of Use. **IF YOU DO NOT AGREE TO THE TERMS OF USE, YOU MUST NOT USE THE SITES.** Any use of the Sites is at the sole risk of the user.

Legal Name and Address

“We”, “us” and “our” means Cybraics, Inc. and its affiliates, agents, directors, officers, or employees. Cybraics, Inc. is a Delaware corporation with headquarters located at 2400 Commercial Blvd., Suite 215, Fort Lauderdale, FL 33308.

Proprietary Materials

The content and operation of the Sites are protected by U.S. and international copyright and other intellectual property laws. The Sites are supported by software and hardware systems and contain copyrighted material, trademarks, service marks, patents, and other proprietary rights and information, including text, data, images, and “look and feel”; all graphical and navigational elements; and the compilation, arrangement, structure, and sequence of all components and content (collectively “Proprietary Materials”). The posting of information or other content on the Sites does not constitute a waiver or a transfer of any of our rights in the Proprietary Materials, except as expressly permitted by us.

Use of the Network

We grant you a non-transferable, non-exclusive, limited license to access, view, and use the Sites, Proprietary Materials, and related intellectual property rights (collectively, the “Network”) and to incidentally create an electronic copy solely for personal and non-commercial purposes. You may use the Network only for lawful purposes. The Network is not intended for distribution to, or use by, any person or entity in any jurisdiction or country where any such distribution or use would be contrary to local law or regulation. We reserve all rights not expressly stated in these Terms of Use. We disclaim any and all implied licenses.

Without limiting the foregoing, you agree not to:

- reverse engineer, decompile, reverse compile, translate, adapt, or disassemble the Network, or any part of it;
- copy the Network, or any part of it;
- publish, transmit, display, modify, store, participate in the transfer or sale of, create derivative works, or in any way exploit the content of the Network, or any part of it, except for your individual and non-commercial purposes;
- assign, sublicense, convey, transfer, pledge as security, or otherwise encumber the rights and licenses granted under these Terms of Use;
- use the Network in any fashion that may infringe any of our, our third-party providers’, or any other third party’s patent, copyright, trademark, trade secret, or other intellectual property or proprietary rights;
- access the Network by any means other than through the interface that we provide to you for use in accessing the Network;
- “deep-link” to any of the Sites, meaning that you will not create, post, display, publish, or distribute any link to any page of the Sites, for any purpose whatsoever, unless we specifically authorize it in writing;
- initiate any communication, routine, software, or device that adversely affects the operation of the Sites;

- use the Network or any other means to disrupt or interfere with the hardware or software operating Network;
- place any communication or software, such as cookies, spyware, robots, or viruses, on the Sites;
- obtain account or personal information relating to the Sites or customers that you are not authorized to obtain;
- submit any information that violates your representations in “Submission of Information” below; or
- take any other action that would constitute a violation under “Security Violations.”

Any other use of the Network, other than as expressly permitted by the Sites or these Terms of Use, without our prior written consent, which we may withhold in our sole and absolute discretion, is strictly prohibited.

Login Name and Password

You must have valid account identification, including a login name and password, to use certain pages of the Sites. You are responsible for maintaining the confidentiality and security of your login name and password. You are responsible for all uses of your login name and password, including, but not limited to, conducting any transactions facilitated through the use of your login name and password, whether or not authorized by you. If you permit any person to use your login name and password, you may be liable for transactions made by that person, including transactions for which you may not have intended to be liable. You agree to immediately notify us of any breach of security, including, without limitation, unauthorized use of your login name or password. You agree to exit immediately (“log off”) from your account at the end of each session.

Submission of Information

All information transmitted or otherwise submitted by you to us via the Sites shall be deemed to be our sole and exclusive property, and we shall be free to use such information for any lawful purpose whatsoever. We shall not have any obligation to keep submitted information confidential except as we otherwise specifically agree in writing, or as required by law. Users should note that electronic transmissions to and from the Sites are not confidential and may be

read or intercepted by others.

You represent and warrant that your submitted information:

- shall be true, accurate, and complete;
- shall not violate the rights of any third party, including, but not limited to, other proprietary or intellectual property rights, or rights of publicity or privacy;
- shall not violate any law;
- shall not contain any viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, interfere with, or expropriate any system or information; and
- shall not create liability for us or interfere with the operation of the Sites.

You also agree to maintain and promptly update your submitted information as needed.

Security Violations

- You shall not violate or attempt to violate the security of the Network. Without limiting the foregoing, you shall not, with regard to the Network:
 - access or obtain data, information, or materials that you are not authorized to obtain or access;
- log into a server or account that you are not authorized to access;
- attempt to probe, scan, or test the vulnerability of a system or network or to breach security or authentication measures; or
- interfere with, or attempt to interfere with, service to any user, host or network, including, without limitation, by means of submitting a virus to the Sites, or by overloading, hacking, spamming, “gatoring,” “flooding,” “mailbombing,” or “crashing” the Sites.

The above prohibitions and your use of any “spyware,” or tools, programs, robotic algorithms, or products to automatically download or “spider” the Sites, or any pages in the Sites, infringe Proprietary Materials and are expressly prohibited.

Violations of system or network security may result in civil or criminal liability. We reserve the right to investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who have participated in violations.

Indemnification By User

You agree to defend, indemnify and hold harmless Cybraics, Inc. and its subsidiaries, affiliates, agents, co-branders and their officers, directors, employees, and agents (the “Parties”) from and against any claims and expenses, including attorneys’ fees, arising out of or relating to:

- your use of (or inability to use) the Network;
- your breach or infringement of any of these Terms of Use; or
- any use by the Parties of your submitted information.

Links to Other Web Sites

The Sites contain links to other websites controlled or offered by third parties (“Linked Sites”). Our inclusion of a link to a Linked Site does not imply approval or endorsement of the Linked Site or any products or services offered on the Linked Site. We are not responsible for the content, accuracy, reliability, or opinions expressed in the Linked Sites. We have not investigated or monitored the Linked Sites for accuracy or completeness. The Linked Sites may have different privacy policies and security standards from ours. We are not responsible if any offer terms shown on the Sites differ from those shown on the Linked Site.

Disclaimer of Warranties and Limitation of Liability

YOU EXPRESSLY AGREE THAT YOUR ACCESS TO AND USE OF THE NETWORK IS AT YOUR SOLE RISK.

ALL INFORMATION, PRODUCTS, AND SERVICES OBTAINED FROM THE NETWORK OR FROM A LINKED SITE ARE PROVIDED TO YOU ON AN “AS IS” AND “AS AVAILABLE” BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE AND ANY THIRD-PARTY PROVIDERS DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF TITLE, DATA, ACCURACY, MERCHANTABILITY, SYSTEM INTEGRATION, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY THAT THE NETWORK OR ANY LINKED SITE:

- WILL MEET YOUR SPECIFIC NEEDS OR REQUIREMENTS;

- WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE;
- WILL PROVIDE RESULTS THAT WILL BE ACCURATE OR COMPLETE;
- WILL MEET YOUR EXPECTATIONS ABOUT THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH SUCH SITES; OR
- THAT WE WILL CORRECT ANY ERRORS CONTAINED THEREIN.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED BY YOU THROUGH THE USE OF THE NETWORK OR LINKED SITE IS DONE AT YOUR SOLE DISCRETION AND RISK. WE SHALL NOT BE LIABLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR FOR ANY LOSS OF DATA THAT RESULTS FROM THE DOWNLOADING OF ANY SUCH MATERIAL.

WE SHALL NOT BE LIABLE FOR ANY DAMAGES OR INJURY TO ANY PERSON CAUSED BY ERRORS, OMISSIONS, INTERRUPTIONS, FAILURE OF PERFORMANCE, DOWN-TIME OR UNAVAILABILITY OF THE SITES, SECURITY VIOLATIONS, VIRUSES, LOSS OR ALTERATION OF TRANSMISSIONS, ILLEGAL CONDUCT OF OTHER USERS, AND THIRD PARTIES, OR UNAUTHORIZED ACCESS TO OR THEFT OR DESTRUCTION OF YOUR ACCOUNT OR SUBMITTED INFORMATION.

WE ARE NOT LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, DIRECT, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES LOSSES, COSTS, OR EXPENSES OF ANY KIND, HOWEVER CAUSED AND WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, COSTS OF PROCUREMENT OF SUBSTITUTE TECHNOLOGY, COST OF CAPITAL, LOSS OF GOODWILL, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES, COSTS, OR EXPENSES.

SUBJECT TO THE FOREGOING, OUR CUMULATIVE LIABILITY TO YOU OR ANY THIRD PARTY FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, OR THE NETWORK (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE) SHALL BE LIMITED TO THE LESSER OF ANY AMOUNT PAID BY USERS TO USE FOR ACCESSING THE SITE OR DIRECT DAMAGES ACTUALLY INCURRED BY THE CLAIMANT UP TO \$50.00

SOME OR ALL OF THE DISCLAIMERS AND LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU, BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW DISCLAIMERS OR LIMITATIONS OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.

IF ANY OF THE DISCLAIMERS AND LIMITATIONS SET FORTH IN THIS SECTION IS

DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE UNENFORCEABLE, THEN ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES SHALL BE LIMITED IN DURATION FOR A PERIOD OF THIRTY (30) DAYS AFTER THE DATE ON WHICH YOU FIRST ACCESS THE NETWORK, AND NO WARRANTIES SHALL APPLY AFTER THAT PERIOD.

Termination

You agree that we, at our sole discretion, may temporarily or permanently terminate, suspend, or modify your access to and use of the Network (or any part of it) at any time and for any reason, including, without limitation, for lack of use by you or if we believe that you have violated or acted inconsistently with these Terms of Use. YOU AGREE THAT WE SHALL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR TERMINATING, SUSPENDING, OR MODIFYING YOUR USE OF OR ACCESS TO THE NETWORK.

Service Marks and Trademarks

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General

These Terms of Use shall be governed by and construed in accordance with the laws of the United States of America and the State of Florida without regard to choice of law or conflicts of law principles. You agree that all legal proceedings arising under or related to Terms of Use shall be adjudicated solely in the courts of Broward County, Florida. You consent to extraterritorial service of process and submit to the jurisdiction of these courts. Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the Network not covered by another agreement with us must be filed or otherwise commenced by you within one (1) year after such claim or cause of action arose, or be forever barred. To the extent that any part of these Terms of Use is determined to be invalid or unenforceable by a court of competent jurisdiction, that part shall be modified by the court solely to the extent necessary to cause that part to be enforceable, and the remainder of these Terms of Use shall remain in full force and effect. Any waiver by us of any right or provision contained in these Terms of Use shall not be deemed to be a waiver of any other right or provision of these Terms of Use. The section headings are for convenience only and have no legal or contractual effect. Your rights under these Terms of Use shall not be assigned by you without our prior written consent at our sole discretion.

The Terms of Use were last updated in June 2021. Please check back periodically for updates and changes.