



Cybersyn.com Terms of Use

Last Updated: November 1, 2023

Thank you for visiting cybersyn.com (the “Site”) and learning more about our data-as-a-service products (the “Products”). Your use and access of the Site is governed by and subject to the following terms of use (“Terms”). If you do not agree to these Terms, or if you do not agree with our [Privacy Policy](#), please do not use the Site or the Products.

BY ACCESSING, BROWSING, OR OTHERWISE USING THE SITE, YOU REPRESENT THAT: (I) YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO THESE TERMS OF USE, (II) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH CYBERSYN, INC. (“CYBERSYN”), AND (III) YOU HAVE THE AUTHORITY TO ENTER INTO THESE TERMS PERSONALLY OR ON BEHALF OF THE ENTITY YOU REPRESENT. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU MAY NOT ACCESS OR USE THE SITE.

1. Your Use of This Site and the Products—Subject to these Terms and our Privacy Policy, you are granted a limited license to use the Site to learn about the Products and to copy, display, and use the functionality, materials, features, and services provided by the Site solely for your personal, non-commercial use. If you use the Products, including via your Member Account, you acknowledge and agree that in addition to these Terms, your access to and use of the Products will be subject to the terms and conditions of (A) the Snowflake Marketplace, as established and governed by Snowflake, Inc. and listed [here](#) (or such other site as Snowflake may determine from time to time) (the “Snowflake Agreements”), and (B) Cybersyn’s Data Product Terms of Service and/or such other agreement(s) that you and Cybersyn may enter into from time to time (the “Cybersyn TOS”). In the event of a conflict between these Terms, on the one hand, and the



Cybersyn TOS and/or Snowflake Agreements, on the other hand, the Cybersyn TOS and/or Snowflake Agreements will prevail.

2. Intellectual Property Ownership—All text, content, documents, names, logos, trademarks, service marks, brand identities, characters, trade names, graphics, designs, copyrights, trade dress, or other intellectual property appearing in the Site, and the organization, compilation, look and feel, illustrations, artwork, videos, music, software and other works on the Site (the “Materials”) are owned by Cybersyn and its affiliates or used with permission or under license from a third party (hereinafter collectively referred to as the “Owner”) and are protected under copyright, trademark and other intellectual property and proprietary rights laws. As between Cybersyn and you, all right, title and interest in and to the Materials will at all times remain with Cybersyn and/or its Owners. The word “Cybersyn”, our logo, and other marks, logos and titles are registered and/or common law trade names, trademarks or service marks of Cybersyn. Cybersyn reserves all other rights. Except as expressly provided herein, nothing on the Site shall be construed as conferring any license under Cybersyn’s and/or its Owner’s intellectual property rights, whether by estoppel, implication or otherwise. Notwithstanding anything herein to the contrary, Cybersyn may revoke any of the foregoing rights and/or your access to the Site, or any part thereof, including the blocking of your IP Address, at any time without prior notice.

3. Restrictions on Use— You agree that any copy of the Materials (or any portion of the Materials) that you make must retain all copyright and other proprietary notices contained herein or therein. Framing of the Site or posting of Materials on other websites is strictly prohibited. The use or misuse of the Site of any Materials, except as provided in these Terms is strictly prohibited. You shall not, without Cybersyn’s express written consent:



(a) copy and retransmit, disseminate, broadcast, circulate, or otherwise distribute the Materials on any other server, or modify or re-use all or part of the Materials on this system or any other system;

(b) use any trade name, trademark, or brand name of Cybersyn in metatags, keywords and/or hidden text;

(c) copy, distribute, modify, transmit, perform, reuse, re-post, or otherwise display the Materials, in whole or in part, for public or commercial purposes or modify, translate, alter or create any derivative works thereof;

(d) create derivative works from the Materials or commercially exploit the Materials, in whole or in part, in any way;

(e) use the Site, the Materials, and/or any portion thereof, in any manner that may give a false or misleading impression, attribution or statement as to Cybersyn, the Owner, or any third party referenced therein;

(f) use the Materials, and/or any services and products on the Site or accessible via the Site for unlawful purposes;

(g) alter, remove or obscure any copyright notice, digital watermarks, proprietary legends or any other notice included in the Materials;

(h) disassemble, decompile, reverse compile or reverse engineer any part of the Site;

(i) use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to “scrape” or download data from any web pages contained in the Site;

(j) use the Site or Materials for any illegal, fraudulent, misleading or deceptive purposes;



(k) interfere with or damage the Site or Materials, including without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, packet or IP spoofing, forged routing or electronic mail address information, or similar methods or technology;

(l) disrupt, overburden, or aid or assist in the disruption or overburdening of (x) any computer or server used to offer or support the Site or Products; or (y) the enjoyment of the Site or Products by any other person;

(m) upload an content to the Site that (1) infringes any patent, trademark, trade secret, copyright, right of publicity, or other right of any person or entity; or (2) is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, offensive or profane; or

(n) engage in any chain letters, contests, junk email, pyramid schemes, spamming, surveys, or other duplicative or unsolicited messages (commercial or otherwise)

4. Arbitration; Applicable Law

PLEASE READ THIS CAREFULLY. IT IS PART OF YOUR AGREEMENT WITH CYBERSYN AND AFFECTS YOUR RIGHTS. IT CONTAINS PROCEDURES FOR MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER

Except for a claim by Cybersyn of infringement or misappropriation of Cybersyn's patent, copyright, trademark, or trade secret, any and all disputes between you and Cybersyn arising under or related in any way to these Terms must be resolved through binding arbitration as described in this section. This agreement to arbitrate is intended to be interpreted broadly. It includes, but is not limited to, all claims and disputes relating to your use of the Site.



YOU AGREE THAT BY ENTERING INTO THIS AGREEMENT, YOU AND CYBERSYN ARE EACH WAIVING THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. YOU AND CYBERSYN AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED.

The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes of the American Arbitration Association (“AAA”), as modified by this section. For any claim where the total amount of the award sought is \$10,000 or less, the AAA, you and Cybersyn must abide by the following rules: (a) the arbitration shall be conducted solely based on written submissions; and (b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties. If the claim exceeds \$10,000, the right to a hearing will be determined by the AAA rules, and the hearing (if any) must take place in New York, New York. The arbitrator’s ruling is binding and may be entered as a judgment in any court of competent jurisdiction. In the event this agreement to arbitrate is held unenforceable by a court, then the disputes that would otherwise have been arbitrated shall be exclusively brought in the state or federal courts located in New York, New York. Claims of infringement or misappropriation of Developer’s patent, copyright, trademark, or trade secret shall be exclusively brought in the state and federal courts located in New York, New York.

The laws of the State of New York govern your use of the Site.

5. Links—The Site may contain links allowing you to leave the Site for other sites that are not under our control (“Linked Site”). Cybersyn provides the Linked Site to you only as a convenience and does not endorse any Linked Site. Cybersyn is not responsible



for the contents or transmission of any Linked Site or any link contained in a Linked Site or for ensuring that the Linked Site contains no errors or viruses. Cybersyn is not responsible for the terms of use or privacy practices of the Linked Site or any link contained in the Linked Site. Your linking to any Linked Site or any other off-site page or other site is entirely at your own risk. Cybersyn encourages you to carefully read the policies of each site you visit.

6. Submitted Ideas—While Cybersyn appreciates your interest in Cybersyn and the Site, Cybersyn does not want and cannot accept any ideas or information you consider confidential and/or proprietary. Except with respect to your personal information (as expressly provided for in the Privacy Policy), all comments, suggestions, ideas, notes, drawings, concepts, or other information disclosed or offered to us by you through the Site or in response to solicitations on the Site shall be deemed to be non-confidential and non-proprietary and shall be the exclusive property of Cybersyn. Further, you understand and acknowledge that Cybersyn employs both internal and external resources which may have developed or may in the future develop ideas identical to or similar to your suggestions or comments to suggestions and that Cybersyn is only willing to consider the suggestion on these terms. In any event, you acknowledge and agree that Cybersyn assumes no obligation of confidentiality or nondisclosure, express or implied by considering your suggestion or idea. You hereby grant Cybersyn a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, create derivative works of, and otherwise commercially exploit any suggestion, feedback or ideas you submit to Cybersyn.

7. Cybersyn Online Privacy Policy—Cybersyn takes your privacy very seriously. Cybersyn’s online [Privacy Policy](#) is incorporated herein by reference and describes the collection, use, and sharing of certain personally identifiable information that may be provided in connection with the use of the Site. Please read and understand our [Privacy Policy](#) before accessing or using the Site.



8. Community Guidelines—The Website may include certain functionality that allows users to post information, provide feedback and comments, or provide other content (“User Content”). Although Cybersyn may from time to time review User Content, you acknowledge that it is under no obligation to monitor or control, and shall have no liability for, any User Content. You acknowledge that any opinions, statements, recommendations, offers, advice or other information presented or disseminated or contained in User Content are those of their respective authors who are solely responsible and liable for their User Content. Cybersyn reserves the right, in its sole discretion, to refuse to post or remove any User Content at any time, without notice, for any reason or for no reason. In the event you upload, post or otherwise transmit any content, text, information, works of authorship or other materials on or to the Site (“Your Content”), you shall and hereby do grant Cybersyn a royalty-free, perpetual, irrevocable, worldwide, non-exclusive right and license to use, license, reproduce, modify, distribute, perform, display, and transmit Your Content for the purposes of providing the Site to you and other users.

9. Digital Millennium Copyright Act—Cybersyn is committed to respecting and protecting the legal rights of copyright owners. As such, Cybersyn adheres to the following notice and take down policy, in full compliance with Section 512(c)(3) of the DMCA (17 U.S.C. § 512 et seq.). If you believe any of the Materials infringes upon your intellectual property rights, please submit a notification alleging such infringement (hereafter a “DMCA Takedown Notice”). To be valid, a DMCA Takedown Notice must (i) be provided to Cybersyn’ designated agent, (“Copyright Agent”), as set forth below, and (ii) include the following:

(1) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works;

(2) Identification of the material claimed to be infringing or to be the subject of infringing



activity and that is to be removed or access disabled and information reasonably sufficient to permit the service provider to locate the material;

(3) Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;

(4) A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

(5) A statement that, under penalty of perjury, the information in the notification is accurate and you are authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.

Cybersyn's Copyright Agent to receive DMCA Takedown Notices is: legal@cybersyn.com.

10. Disclaimers—Without limiting the foregoing, the Site and the Materials and all other features offered via the Site, are provided to you “AS IS” and “AS AVAILABLE” without warranty of any kind, either express or implied, including but not limited to, fitness for a particular purpose, title, or non-infringement. Should applicable law not permit the foregoing exclusion of express or implied warranties, then Cybersyn hereby grants the minimum express or implied warranty required by such applicable law. No advice or information, whether oral or written, obtained by you from Cybersyn, its employees, agents, suppliers or any other persons shall create any warranty, representation or guarantee not expressly stated in this section. Additionally, Cybersyn does not make any warranties that the Site will be uninterrupted, secure or error free or that your use of the Site will meet your expectations, or that the Site, Materials, or any portion thereof, is correct, accurate, or reliable. Cybersyn reserves the right to change any part of the Site at any time without notice.

11. Limitation of Liability—Your use of the Site is at your own risk. Neither Cybersyn, its affiliates, nor any of their respective officers, directors, agents or other representatives will be liable for any damages, direct, indirect, incidental, consequential, special, or punitive, including, without limitation, loss of data, income, profit or goodwill,



loss of or damage to property and claims of third parties arising out of your access to or use of the Site or arising out of any action taken in response to or as a result of any Materials or other information available on the Site, however caused, whether based on breach of contract, tort (including negligence), proprietary rights infringement, product liability or otherwise. The foregoing shall apply even if Cybersyn was advised of the possibility of such damages. If you become dissatisfied in any way with the Site, or these Terms or Privacy Policy, your sole and exclusive remedy is to stop your use of the Site. You hereby waive any and all claims against Cybersyn and its affiliates, agents, representatives and licensors arising out of your use of the Site. Because some states do not allow the disclaimer of implied warranties or the exclusion or limitation of certain types of damages, these provisions may not apply to you. If any portion of this limitation on liability is found to be invalid or unenforceable for any reason, then the aggregate liability of Cybersyn and its affiliates shall not exceed one hundred dollars (\$100.) The limitation of liability herein is a fundamental element of the basis of the bargain and reflects a fair allocation of risk. The Site would not be provided without such limitations and you agree that the limitations and exclusions of liability, disclaimers and exclusive remedies specified herein will survive even if found to have failed in their essential purpose.

12. Ability to Accept Terms of Use—You affirm that you are more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms, and to abide by and comply with these Terms.

13. Assignment—These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Cybersyn without restriction.



14. Changes to these Terms—From time to time, Cybersyn may revise these Terms. When changes are made, Cybersyn will make a new copy of the Terms available at the Site, and will also update the “Last Updated” date above. If Cybersyn makes any material changes, and you have registered to create a Member Account with Cybersyn, Cybersyn will also send an email to you at the last email address you provided to us pursuant to the Terms. Any changes to the Terms will be effective immediately for new users of the Site and will be effective thirty (30) days after posting notice of such changes on the Site for existing users. Your use of the Site following the posting of any revised Terms shall be deemed acceptance of the revised policy. Cybersyn strongly recommends checking Terms periodically. If you disagree with the provisions of these Terms at any time, your sole remedy is to terminate your use of the Site. Continued use of the Site constitutes your agreement to these Terms as in effect.

15. Miscellaneous—Cybersyn’s failure to enforce any provision of these Terms shall not be deemed a waiver of such provision nor of the right to enforce such provision. If any part of these Terms is determined to be invalid or unenforceable pursuant to applicable law, including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms shall continue in effect. Any waiver or failure to enforce any provision of the Terms on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. A printed version of these Terms and of any notice given 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. These Terms are the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.

