



## **Terms**

These Terms (defined below) govern your use of all websites (the “Sites”), applications, mobile applications, products, software, classes, webinars, subscriptions and services owned and operated by CINO SECURITY SOLUTIONS, LLC, CINO LTD. and its affiliate and subsidiary companies (together, “CINO” or “we” and sometimes “us”) and anywhere else where these Terms are posted (collectively, the “Services”). These Terms apply whether you are accessing the Services using a personal computer, mobile device or other equipment or device. These Terms do not cover other services, websites, or any content, features and activities accessible or made available by any third party, unless specifically stated. By accessing and using the Services, you acknowledge that you have read, understand and agree to be legally bound by these Terms, the terms and conditions of CINO’s Privacy Policy, (available on CINO’s Sites) and CINO’s Refund and Cancellation Policy (available on CINO’s Sites), which are incorporated herein by reference (collectively referred to herein as the “Terms”). Please note that certain sections of the Sites may have additional or different terms of use or privacy policies applicable to those sections of the Sites. Any such additional or different terms will be posted on the applicable section of the Sites. If you do not agree to such terms or these Terms, do not access or use such sections of the Sites or the Services.

### **I. Agreement to the Terms**

THIS IS A BINDING LEGAL AGREEMENT BETWEEN YOU AND CINO. YOU MUST READ THESE TERMS IN THEIR ENTIRETY. THIS AGREEMENT CONTAINS WARRANTY AND LIABILITY DISCLAIMERS. BY ACCESSING, USING THE SERVICES, AND/OR CLICKING ACCEPT BELOW (IF APPLICABLE) YOU ACCEPT AND AGREE TO THESE TERMS, INCLUDING ANY AND ALL RESTRICTIONS POSTED VIA THE SERVICES, WITHOUT ANY MODIFICATION, ADDITION OR DELETION. IF YOU DO NOT AGREE TO OR CANNOT COMPLY WITH THE TERMS CONTAINED IN THIS AGREEMENT IN THEIR ENTIRETY, YOU ARE NOT AUTHORIZED TO USE THE SERVICES. PLEASE NOTE YOU MAY BE DENIED ACCESS TO THE SERVICES, BY THE SOLE DISCRETION OF CINO, WITH OR WITHOUT PRIOR NOTICE TO YOU, FOR NONCOMPLIANCE WITH ANY PROVISION OF THIS AGREEMENT.

### **II. Agreement to Changes or Updates**

We reserve the right to make changes and update any information or Content (defined below) contained within the Services and/or Terms without prior notice. Please check the Terms of Service on CINO’s Sites periodically for updates. Any changes to these provisions will be incorporated into revised Terms that will be posted on CINO’s Terms of Service page on CINO’s Sites. Changes shall be effective when they are posted. Users have the obligation to review changes to these Terms when they access or re-access the Sites and/or Services. If you do not agree to, or cannot comply with the revised Terms, you must stop using the Sites and/or Services.

### **III. Site and Service Ownership**

The Sites and Services are owned and operated by CINO. CINO, its current affiliates and its subsidiaries (hereinafter, collectively, "Affiliates"), and/or parties that have granted us specific usage authorizations ("Licensors") own the logos, images, text, tools, graphics, marks, names, photographs, sound, illustrations, design elements, materials, codes and software (collectively "Content") displayed or posted on or through the Sites and/or Services. Copyrights, trademarks, trade names, service marks or names, or other proprietary rights and laws protect this Content.

### **IV. Services**

In the event that a user engages CINO to provide user with Services, user authorizes CINO to take all reasonable and necessary action(s), in CINO's good faith discretion, in connection with CINO's rendering of the Services. User acknowledges that the Services do not constitute "legal services" and that CINO is not engaged in rendering legal services or opinions, and that any advice offered by CINO, or any of its agents, is not intended as legal advice and is not intended to be relied upon by user as such. User assumes full responsibility for its use of or reliance upon any information provided by CINO and for ensuring that such use is permitted by all applicable state, federal, and local laws and regulations.

### **V. Fees**

User agrees to pay to CINO any agreed upon fees, costs, and expenses in connection with the Services prior to CINO commencing Services or at such other timeline expressly agreed to by CINO. Invoices for Services and/or expenses not paid for in advance shall be due and payable in full upon user's receipt thereof. All other invoices shall be payable within fifteen (15) days. Any invoice not paid within thirty (30) days of its billing date shall thereafter accrue interest at the rate of eighteen percent (18%) per annum until paid. If user provides a credit card as security for, or as a method of, payment, user authorizes CINO to bill any invoice(s) to such credit card following seven (7) days after the billing date of such invoice unless user provides CINO with alternative payment arrangements which are satisfactory to CINO without such seven (7) day period. In the event user disputes any credit card charge, and CINO ultimately prevails with respect to such dispute, user agrees to pay to CINO for any and all costs and expenses incurred in connection with such dispute, including, but not limited to, reasonable attorneys' fees. Notwithstanding the foregoing, CINO shall have the right to cease work at any time during the performance of the Services if any invoice(s) are not paid in full when due.

### **VI. Confidentiality**

User acknowledges that, in connection with the Services provided by CINO, user may receive certain confidential or proprietary technical and business information and materials of CINO ("Confidential Information"). User shall hold and maintain in strict confidence all Confidential Information, shall not disclose Confidential Information to any third party, and shall not use any Confidential Information except as may be necessary for accountants, attorneys, or other representatives who require such information, or as may be required by a court or governmental authority. If, in the course of rendering the Services, CINO discovers or otherwise becomes aware of or receives child pornography or evidence of imminent criminal conduct which is likely to result in physical harm to a person, then CINO shall make appropriate notifications to law enforcement or other appropriate government authorities, as and when deemed appropriate in CINO's sole and absolute discretion. User hereby releases, indemnifies, and holds harmless

CINO from any liability whatsoever, and forever waives any claim(s) against CINO, in connection with any such report, notification, or disclosure made by CINO pursuant to the foregoing sentence, regardless of whether the subject of such report is user or any other person with respect to whom such information is uncovered in the course of CINO providing the Services.

## **VII. Additional Terms Applicable to the CINO Cyber Safeguard Advantage Program (the “CCSA Program”)**

In addition to agreeing to the Terms, user(s) who purchase the CCSA Program expressly agree as follows:

- The CCSA Program is an annual subscription with a minimum participation of one (1) year. The monthly fee for the CCSA Program is payable in quarterly, semi-annual or annual installments. Because of the nature of the CCSA Program, no full refunds are applicable. In the event that a user is unsatisfied with the CCSA Program within the first fifteen (15) days of the user’s initial purchase of the subscription to the CCSA Program, the user may cancel the annual subscription and a pro-rated amount of the annual fee will be refunded, as determined by CINO in its sole discretion.
- At the end of the annual period, the user’s subscription to the CCSA Program will automatically renew (including the renewal of any additional licenses and Services that the user authorized with the user’s purchase of the subscription) at CINO’s current rates for the CCSA Program. At that time, if the user would like to cancel the user’s subscription to the CCSA Program, the user must notify CINO within fifteen (15) days from such renewal and a pro-rated amount of the annual fee will be refunded, as determined by CINO in its sole discretion.
- All Services included in the CCSA Program must be used within one (1) year from the user’s initial purchase of the subscription to the CCSA Program.
- All software licenses included in the CCSA Program will be valid for one (1) year from the user’s initial purchase of the subscription to the CCSA Program.
- All scheduling of the Services included in the CCSA Program will be subject to CINO’s availability and in CINO’s sole discretion.
- Users must appoint a point of contact (“Point of Contact”) for communication between CINO and the user in connection with the CCSA Program (including but not limited to, for communication of information regarding training sessions, webinars, scheduling, etc.). Once the Point of Contact is appointed, all communication from CINO will solely be provided to such Point of Contact and such Point of Contact will be responsible for communicating such information to the user.
- For CINO to perform the Services under the CCSA program, CINO will need access to user’s potentially sensitive data (including but not limited to administrative passwords, client data, etc.)
- If users complete CINO’s Cyber Security Awareness Training under the CCSA Program, CINO will issue a certificate of completion to the user. User acknowledges that such certificate of completion is being provided solely to show that user completed such training, and CINO makes no warranties and representations regarding such certificate of completion.

## **VIII. Violations and Termination**

Any conduct that in any way violates these Terms or any posted restrictions or guidelines may result, in our sole discretion, in the termination of your license and right to utilize the Services to access Content or for any other purpose, and/or our pursuit of any legal damages or remedies. If necessary, or as authorized under applicable law, we may cooperate with local, state and/or federal authorities to protect the Sites, the Services, the Content, of CINO, its Affiliates, Licensors, members, employees, agents and/or users; to comply with applicable laws; or to prevent unauthorized access or use of the Services or the Content. We retain the right to deny access to the Services, in our sole discretion, to any user for any reason, including for any violation of these Terms.

## **IX. Participation and Registration**

In order to utilize the Services, you may be asked to register for an account or provide us with certain personal information. Participation in these Services is voluntary. **You must be at least eighteen (18) years of age or older to use our Services.** You may discontinue Site registrations by following unsubscribe or opting out instructions contained within the Services or in applicable electronic communications from us. The Services may request that you provide us with certain personal information. You agree to provide accurate and current information and to update it as necessary to maintain its accuracy. CINO shall maintain and use your information in accordance with CINO's Privacy Policy (available on CINO's Sites), and you agree not to mask your identity by providing false information, or by providing another person's information that you are not authorized to provide. If you provide us with any information you are not authorized to provide, we may suspend or terminate your Site registration or participation and pursue any other legal remedies. In the instances that you provide your email address to CINO, you consent to our using the email address to send you Service related notices, including, among other things, notices required by law, in lieu of postal mail. You may not opt-out of Service related emails. We may also send you commercial email on behalf of ourselves, our Affiliates, and certain unaffiliated third parties. You may opt-out of receiving such emails at any time by following the unsubscribe instructions included in each commercial mail.

## **X. Protection of Passwords and Registration Information**

Registration for certain Services may require you to select a password or provide other registration information. You agree that you are responsible for maintaining the confidentiality and security of any passwords or other registration information that you provide to us when registering for website activities, features, or service offerings. You agree to notify us of any unauthorized use of your password or other registration information immediately after you become aware of such use. CINO will not be responsible for any losses arising out of the unauthorized use of your registration information and/or your account. You agree to indemnify and hold harmless, CINO, its Affiliates, members, employees, agents and/or users, harmless from any claim, action or damages related to such use.

## **XI. Restrictions on Use of Content**

**Use of Content for any purpose not expressly permitted herein is prohibited.** Users may not copy, download, reproduce, republish, upload, post, transmit, distribute, sell, license, rent, publicly display or perform, edit, store, re-use, adapt, incorporate or create a derivative work of, in any manner, any Content obtained from this site other than as provided herein. Users may

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- Interrupts, destroys, alters, damages, delays, floods or limits the functionality or integrity of the Services or Content offered through the Services, including any associated software, hardware, or telecommunications or wireless equipment;
- Manipulates identifiers or numeric information to disguise the origin of any user, device, material or other information;
- Infringes on any patent, trademark, trade name, service mark or name, copyright, trade secret, or other proprietary right of any Content;
- Contains unauthorized advertising, advertises Content as your own or solicits other users;
- Promotes any business or commercial activity for any products, goods or services without prior written consent from CINO;
- Impersonates any business or entity, or falsely represents your affiliation with a person or entity;
- Causes the forwarding of information that you do not own, have the right to provide, or that is false or misdirected;
- Translates, reverse engineers, decompiles, disassembles, modifies or creates derivative works based on the Services, the Content available through the Services or any portion thereof;
- Circumvents any technology used by CINO or its licensors to protect the Services and/or the Content accessible via the Services;
- Contains off-topic information;
- Rents, leases, lends, sublicenses, or otherwise redistributes any part of the Services and/or the Content;
- Is unlawful, harmful to adults or minors, threatening, abusive, harassing, inflammatory, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or otherwise objectionable; or
- Otherwise violates CINO's policies or the Terms.

CINO has established access areas or site services where certain users may be permitted to download or use specific information or Content for purposes other than provided herein. This limited access and usage is a feature of a specific site service and is not intended to give up any of our rights to protected Content and information on the Site or that is otherwise owned by CINO or its Affiliates. Any waivers or extension of the above restrictions may only be obtained with the express written permission of CINO by sending a written request to:

*CINO LTD.*

*P.O. Box 124*

*Coram, New York, 11727*

*Attention: Webmaster*

*[Info@cinoltd.com](mailto:Info@cinoltd.com)*

Decisions to grant or deny permission are within CINO's sole discretion. CINO and its Affiliates reserve any rights to pursue any causes of action, including, but not limited to, infringement actions, or damages resulting from failure to comply with these Content restrictions and/or these Terms.

## **XII. Software Downloads**

In the event a feature of this site authorizes the download of certain software from this site or another electronic device, the software, including any files, images, graphics or Content incorporated in or generated by the software, and data accompanying the software (collectively, the "Software") are licensed to you by us or third-party licensors for your use only in accordance with these Terms. We do not transfer title to the Software to you. You own the medium or electronic device on which the Software is viewable or recorded, but we (or our third-party licensors) retain full and complete title to the Software and all intellectual property rights therein. Although you may transmit or download certain Content accessible via the Software, you may not sell, auction, decompile, reverse engineer, disassemble, redistribute for commercial purposes or otherwise reduce the Software to a human-readable form. You are also solely responsible for the Software's compatibility, ability to function and interface with your medium or electronic device. CINO reverses all rights not expressly granted to you.

## **XIII. Prohibitions on Framing and/or Posting**

Users are prohibited from (i) framing and/or linking to any portion of CINO's Services other than the content expressly made available to users for that purpose; (ii) posting banners, advertising or other links on the CINO web site pages; or (iii) using any Content or site logos, without the express written permission of CINO and affiliates. Written requests for framing, site postings, advertising or Content usage should be sent to [info@cinoltd.com](mailto:info@cinoltd.com). Users may encourage others to access the information appearing on our site or available through other electronic devices. You may also link to our homepage from another site or electronic communications, as long as the link does not imply or state any affiliation, connection, sponsorship, endorsement or approval by CINO. You may not bypass registered areas of our site and hyperlink to protected pages.

## **XIV. Electronic Communications**

When communicating to us electronically through our website or via email, any personal information transmitted to us will be protected in accordance with the CINO's Privacy Policy (available here). While we appreciate your communications, CINO cannot guarantee that it will respond to your messages. When you submit information to us, you agree that CINO has the right to publish, use, copy, store and distribute the material for any use, including promotional and advertising purposes, without liability or restriction. We assume no obligation to limit the use of or to protect any such information from disclosure. CINO does not accept unsolicited submissions for its events, sites and other products. You agree not to make any such submissions to CINO through this site or otherwise. You agree not to assert any ownership right of any kind in the submission (including, but not limited to copyright, trademark, unfair competition, moral rights, or implied contract) and you waive the right to receive any financial or other consideration in connection with such unsolicited submission including, but not limited to, credit.

## **XV. Interactive Areas**

We may provide access to interactive areas on the Sites or through the Services, such as chats and discussion boards, user content areas and talk forums (collectively identified as "Interactive Areas"). These Interactive Areas are public areas and may be owned, operated and/or managed by entities other than CINO. These entities may share transcripts of Interactive Areas with CINO, its Affiliates and other third parties. Users must follow all posted guidelines for Interactive Areas. To the extent there is a conflict between the rules of an Interactive Area and the Terms herein, the rules of the Interactive Area will govern. CINO reserves the right, in its sole discretion, to remove any content, chats, discussion boards or any other content posted through the Services. Postings are the responsibility of the person from whom such postings originate. You represent and warrant that you are the owner of, have the right to provide, and are responsible for any information, materials or images that originate from you or your account and that are emailed, posted, uploaded, transmitted or otherwise made available for access, viewing or use over this website, in Interactive Areas or through other electronic devices. You grant CINO and its Affiliates an irrevocable, royalty-free, perpetual, non-exclusive right to use, copy, display, modify, edit and create derivative works from and to distribute any information that you post, upload or transmit in or through the Services. Submissions or postings to Interactive Areas, without limitation, will be made public. If a posting, message or other transmission originates from you or your account, you hereby understand and agree that you are placing the posting in the public domain, and you represent and warrant that the posted or transmitted information (i) is not unlawful, harmful to adults or minors, threatening abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; (ii) does not violate any patent, trademark, trade secret, copyright or other proprietary rights of any person; (iii) does not contain unauthorized advertising or solicit other users; (iv) does not interrupt, destroy or limit the functionality, integrity or operation of any software, hardware or Content; (v) that the posting does not violate or breach the Terms; (vi) is not intended to promote or generate revenue for any business enterprise or commercial activity. Users also expressly agree not to use Interactive Areas to make available any information or content that violates the restrictions contained in Section XI above or that disrupts or incites others to violate our standards, any laws or these Terms, CINO, its Affiliates and any content providers that conduct, operate and/or manage Interactive Areas will not be responsible or liable for the actions or postings of any users or third parties with respect to any information, materials or content posted, uploaded or transmitted in Interactive Areas. Postings to Interactive Areas may be reviewed by CINO prior to appearing publicly. CINO reserves the right, but has no obligation, to change, delete, or remove, in part or in full, any postings made available through the Services or in Interactive Areas. CINO may also terminate or suspend access to such areas for conduct that we believe interferes with other people's enjoyment, violates applicable laws and/or these Terms.

## **XVI. Wireless Services**

CINO may provide users with the opportunity to download software and applications to wireless devices and to register for special Services, news, programming, applications, or other information delivered via wireless devices. When downloading or registering for such service(s), users consent to the delivery and receipt of any such software, application or information from CINO or its third party service providers over the wireless device as specified by the user. The user may be required to provide wireless device contact information through a mobile device

number, wireless email or other contact information. Additional information, such as the user's wireless carrier, may also be requested to complete the registration. Users are solely responsible and liable for any information provided when registering for wireless services and for any fees or charges applied by the user's wireless carrier for all messages, images, or other communications, sent via the Services from CINO or its authorized third party providers. Under no circumstances will CINO or its Affiliates be responsible or liable for any wireless carrier fees or charges incurred by a user or a third party that has access to a wireless device, telephone number or email address, including for third parties that receive information from CINO as directed by a user's registration for such service. Certain activities or services available through wireless or other electronic devices may involve: (i) communications over various networks, servers or devices prior to reaching its intended recipient; (ii) changes to adapt to multiple security requirements; and (iii) changes to adapt to technology requirements of various networks. User understands that such automated communications and changes are beyond the control of CINO once Content or other information leaves the CINO network or servers. CINO and its Affiliates are not liable or responsible for any consequence or damage resulting, directly or indirectly, from such automated communications or changes. Users must comply with any additional end user licensing restrictions in connection with wireless services. You understand and agree that CINO, at its sole discretion, may discontinue or terminate any wireless or other services at any time and without notice.

#### **XVII. Accuracy of Information**

CINO uses reasonable efforts to ensure the accuracy and correctness of Content available through the Services and the operation of the Services and certain offerings; however, the Services may occasionally contain Content, information or specifications that are inaccurate, incomplete or out of date. We make no representations or warranties regarding Content, Sites, or Services accuracy, validity, correctness, timeliness, reliability or that usage will be error-free. Service information may not be updated on a daily basis and may not be the most current information available. Although we may post updated information, we may continue to allow access to the original information or Content, or we may not go back and change the original information to reflect new developments. You should independently confirm any information appearing through the Services. We are not responsible for any claim, liability or damage resulting from your use, reaction, or reliance on any Content or information available through the Services or the Sites.

#### **XVIII. DISCLAIMER OF WARRANTIES**

THE SITES, SERVICES, AND CONTENT ARE PROVIDED "AS IS." WE DO NOT WARRANT, EXPRESSLY OR BY IMPLICATION, THE ACCURACY OR RELIABILITY OF ANY CONTENT PROVIDED, OR POSTED THROUGH THE SERVICES OR ITS SUITABILITY FOR ANY PARTICULAR PURPOSE. CINO EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS, OR IMPLIED, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, SATISFACTION, QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. CINO DOES NOT WARRANT THAT THE CONTENT FOUND THROUGH THE SERVICES IS FREE FROM VIRUSES OR OTHER POTENTIALLY HARMFUL ATTRIBUTES. USER UNDERSTANDS THAT TESTING FOR NETWORK SECURITY AND VULNERABILITY IS A COMPLEX PROCEDURE, AND

CINO DOES NOT GUARANTEE THAT THE RESULTS OF THE SERVICES WILL BE ERROR-FREE OR PROVIDE A COMPLETE AND ACCURATE PICTURE OF USER'S SECURITY FLAWS. USER AGREES NOT TO RELY SOLELY ON SUCH SERVICES IN DEVELOPING ITS SECURITY STRATEGY. USER ACKNOWLEDGES THAT THE SERVICES MAY RESULT IN LOSS OF SERVICE OR DATA OR OTHER IMPACT TO NETWORKS OR COMPUTERS, AND USER IS SOLELY RESPONSIBLE FOR ANY AND ALL DAMAGES RELATING TO SUCH LOSS OR IMPACT.

#### **XIX. LIMITATION OF LIABILITY**

NEITHER CINO NOR ITS AFFILIATES, MEMBERS, EMPLOYEES, OR AGENTS SHALL BE LIABLE OR SHALL HAVE RESPONSIBILITY OF ANY KIND WHATSOEVER TO ANY USER OR THIRD PARTY, FOR ANY LOSS, HARM OR DAMAGE THAT RESULTS OR OCCURS FROM: (I) USE OF OR ACCESS TO SERVICES, THE SITES OR CONTENT POSTED THROUGH THE SERVICES OR THE SITES; (II) USE OR ACCESS TO ANY SERVICE, WIRELESS OR OTHERWISE, PROVIDED AS A FEATURE OR OFFERING THROUGH THE SERVICES OR THE SITES; (III) ANY FAILURE OR INTERRUPTION OF THE SERVICES OR THE SITES; (IV) ANY ACT OR OMISSION OF ANY SERVICE OR SITE PROVIDER OR AGENT INVOLVED IN MAKING THE SERVICES, THE SITES OR THE CONTENT AVAILABLE TO USERS; (V) ANY OTHER CAUSE RELATING TO A USER'S ACCESS OR USE, OR INABILITY TO ACCESS OR USE, ANY PORTION OF THE SERVICES, THE SITES OR CONTENT; (VI) ANY CONTENT, MATERIALS, ADVICE OR OPINIONS POSTED OR UPLOADED TO THE SITES, THROUGH THE SERVICES, INCLUDING ANY USER RELIANCE ON SUCH INFORMATION; (VII) ANY SECURITY BREACH, OR ANY VIRUS, BUG, TAMPERING, UNAUTHORIZED INTERVENTION, FRAUD, ERROR, INACCURACY, DEFECT OR TECHNICAL MALFUNCTIONS; OR (VIII) ANY USER'S FAILURE TO COMPLY WITH THESE TERMS, WHETHER OR NOT THE CIRCUMSTANCES GIVING RISE TO SUCH CAUSE MAY HAVE BEEN WITHIN THE CONTROL OF CINO, ITS AFFILIATES OR AGENTS PROVIDING SOFTWARE, SERVICES OR SUPPORT. IF USER SHOULD BECOME ENTITLED TO DAMAGES FROM CINO (INCLUDING FOR NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, AND OTHER CONTRACT OR TORT CLAIMS), CINO WILL BE LIABLE ONLY FOR THE AMOUNT OF USER'S ACTUAL DIRECT DAMAGES, NOT TO EXCEED (IN THE AGGREGATE FOR ALL CLAIMS) THE FEES USER PAID TO CINO FOR THE SERVICES OVER THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CLAIM. IN NO EVENT WILL CINO, ITS AFFILIATES, MEMBERS, EMPLOYEES OR AGENTS BE LIABLE TO ANY USER FOR LOST PROFITS, DAMAGES RESULTING FROM LOSS OF DATA, SECURITY BREACH, PROPERTY DAMAGE, LOSS OF REVENUE, LOSS OF BUSINESS OR LOST SAVINGS, ANY DIRECT, SPECIAL, INDIRECT, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OR ANY OTHER LOSS OR DAMAGES OF ANY KIND EVEN IF CINO OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY THEREOF.

#### **XX. Leaving Cino Sites and Services**

When you click on any link that takes you outside of the Sites or away from an application or other service, your use of the Internet will be governed by the terms of use and privacy policies, if any, of the particular site and/or service that you are accessing. CINO, ITS AFFILIATES,

MEMBERS, EMPLOYEES AND AGENTS WILL NOT BE RESPONSIBLE OR LIABLE FOR THE CONTENT, ACTIVITIES, OFFERINGS, PRIVACY PRACTICES OR TERMS OF USE OF THIRD PARTIES.

#### **XXI. INDEMNIFICATION**

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS CINO, ITS AFFILIATES, MEMBERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ALL CLAIMS, LOSSES, EXPENSES, DAMAGES, COSTS AND FEES, INCLUDING REASONABLE ATTORNEYS' FEES, RESULTING FROM YOUR VIOLATION OR BREACH OF THESE TERMS, YOUR UNAUTHORIZED ACCESS OR USE OF CONTENT, SERVICES, THE SITES AND/OR ANY CONSEQUENCES ARISING OUT OF YOUR ACCESS OR USE OF THE SERVICES, THE SITES AND OR CONTENT.

#### **XXII. Affiliates, Service Partners, and Sponsors**

Certain website features, promotions, activities, or information may be made available, sponsored or promoted by Affiliates, service partners or sponsors.

#### **XXIII. Third Party Links**

Our website may contain links or banners to other sites or resources on the Internet that are controlled by third parties. These links are provided solely as a convenience to our users and do not constitute an endorsement, recommendation or certification by CINO, its Affiliates or any third party site, resources, content, products or services. Any concerns regarding external links or other websites should be directed to the respective website operator. Because CINO has no control over such sites and resources, you acknowledge and agree that CINO shall not be responsible or liable, directly or indirectly for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any linked content. You further agree and acknowledge that any information made available via the Services regarding third party offers is for information purposes only and when you click on any link that takes you outside the Services, your use of the Internet will be governed by the terms of use and privacy policies, if any, of the particular website or service that you are accessing. You acknowledge that all third party postings available through the Services have been provided by a third party operator/provider and we do not make any warrant regarding quality, accuracy, or completeness. Finally, you understand that all user transactions with third parties are solely between the user and the third party. CINO reserves the right, in its sole discretion, to terminate links with any third parties or other websites.

#### **XXIV. Advice, Opinions, and Other Third Party Information**

Our website may allow for communication to and with its users. The Sites may contain facts, views, opinions, and statements of CINO, its Affiliates, employees, agents, or independent third parties. We do not represent or endorse the accuracy, reliability, appropriateness or truthfulness of any advice, opinion, statement or other information or images displayed or distributed through our Sites or Services. Statements or other information posted by third parties also do not reflect the views, opinions or beliefs of CINO, its Affiliates and are not intended to replace or provide any professional diagnosis, treatment, claim, advice or recommendation. You acknowledge and assume all risks and liability associated with your review, use, reaction or reliance on any

statements, opinions or other information posted or transmitted by third parties on our Sites or through the Services.

#### **XXV. Copyright Information and Infringement Concerns**

The Copyright for this site is held by CINO. All rights reserved. If you believe in good faith that Content or other information appearing on this website infringes on your copyright, you (or your agent) may send us a notice to

*CINO LTD.*  
*P.O. Box 124*  
*Coram, NY 11727*  
*Attention: Webmaster*  
info@cinold.com

#### **XXVI. Relationship of the Parties**

If a user engages CINO to provide Services, user agrees that CINO's relationship with user is that of an independent contractor, and nothing in these Terms should be construed to create a partnership, joint venture, or employer-employee relationship.

#### **XXVII. Cure**

As a condition precedent to any assertion by user that CINO is in default or in breach of an obligation under the Terms, user must advise CINO in writing of the specific facts upon which the claim is based and of the specific nature of the breach or default, and CINO shall have a period of thirty (30) days after receipt of such notice to cure such breach or default. During that period, no breach shall be deemed incurable.

#### **XXVIII. Choice of Law and Forum**

This website is originated and located in the United States, and these Terms shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and wholly performed therein, excluding its conflicts of law provisions. Users who choose to access this website from locations outside of the United States do so on their own initiative and are responsible for compliance with applicable laws and regulations. Any dispute arising out of or relating to these Terms or your access or use of this website will be subject to the exclusive jurisdiction of the courts located within the State of New York, and you hereby submit to the personal jurisdiction of such courts.

#### **XXIX. Statute of Limitations**

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of the Services or Content must be filed within one (1) year after such cause of action arose or be forever barred.

#### **XXX. Third Party Beneficiaries**

You agree that, except for as otherwise expressly provided in the Terms, there shall be no third party beneficiaries to this Agreement.

#### **XXXI. Validity of these Terms**

If any provision of these Terms is held invalid or unenforceable, that provision shall be construed in a manner consistent with applicable law to reflect the original intent, and the remaining provisions of these Terms shall remain in full force and effect.

### **XXXII. Full Understanding**

These Terms, including any posted restrictions and guidelines, contain the full understanding of the parties with respect to access and usage of the Sites, the Services and Content posted on the Site, and supersedes any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms). Notwithstanding the foregoing, we and you may enter into a separate written agreement regarding our services (the “Separate Agreement”). In such case, if there are any conflicts between the Separate Agreement and the Terms, the Separate Agreement shall control. No action of ours, other than an express written waiver or update to these Terms, may be construed as a waiver of any part of these Terms. In the event CINO waives or updates any specific provision of these Terms, all other portions will remain intact. Any ambiguities in the interpretation of these shall not be construed against the drafting party.

### **XXXIII. Contact Information**

Questions about the Terms of Service should be sent to us at [info@cinoltd.com](mailto:info@cinoltd.com).

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