



## Terms of Use

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1. Your Eyonic Account and Site. If you create an account on the Website, you are responsible for maintaining the security of your account, and you are fully responsible for all activities that occur under the account and any other actions taken in connection with the account. You must immediately notify Eyonic of any unauthorized uses of your account or any other breaches of security. Eyonic will not be liable for any acts or omissions by You, including damages of any kind incurred as a result of such acts or omissions. If you feel your account has been breached, please contact us immediately at 855-439-6642 so we can assist you. You can also reset your account at any time using the login page reset feature at <https://eyonic.com/1/?1>.
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- the Content is not spam, is not machine- or randomly-generated, and does not contain unethical or unwanted commercial content designed to drive traffic to third party sites or boost the search engine rankings of third party sites, or to further unlawful acts (such as phishing) or mislead recipients as to the source of the material (such as spoofing);
- the Content is not pornographic, does not contain threats or incite violence towards individuals or entities, and does not violate the privacy or publicity rights of any third party;
- your content is not getting advertised via unwanted electronic messages such as spam links on newsgroups, email lists, other blogs and web sites, and similar unsolicited promotional methods;
- you have, in the case of Content that includes computer code, accurately categorized and/or described the type, nature, uses and effects of the materials, whether requested to do so by Eyonic or otherwise.

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### 3. Payment and Renewal.

- General Terms.

By selecting a product or service, you agree to pay Eyonic the one-time and/or monthly or annual subscription fees indicated (additional payment terms may be included in other communications). Subscription payments will be charged after the free trial period ends and will cover the use of that service for a monthly or annual subscription period as indicated. Payments are not refundable.

- Automatic Renewal.

Unless you notify Eyonic before the end of the applicable subscription period that you want to cancel a subscription, your subscription will be billed and you authorize us to collect the then-applicable annual or monthly subscription fee for such subscription (as well as any applicable taxes). Renewals can be canceled at any time by submitting your request to Eyonic in writing or by contacting Customer Support at 855-439-6642. If you cancel, any and all data stored on your behalf will be removed within 7 days.

### 4. Services. Fees; Payment. By signing up for a Services account you agree to pay Eyonic the applicable setup fees and recurring fees. Applicable fees will be invoiced starting from the day your services are established and in advance of using such services. Eyonic reserves the right to change the payment

terms and fees upon thirty (30) days prior written notice to you. Services can be canceled by you at any time with thirty (30) days written notice to Eyonix or by contacting Customer Support at 855-439-6642.

5. **Responsibility of Website Visitors.** Eyonix has not reviewed, and cannot review, all of the material, including computer software, posted to the Website, and cannot therefore be responsible for that material's content, use or effects. By operating the Website, Eyonix does not represent or imply that it endorses the material posted there, or that it believes such material to be accurate, useful or non-harmful. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. The Website may contain content that is offensive, indecent, or otherwise objectionable, as well as content containing technical inaccuracies, typographical mistakes, and other errors. The Website may also contain material that violates the privacy or publicity rights, or infringes the intellectual property and other proprietary rights of third parties, or the downloading, copying or use of which is subject to additional terms and conditions, stated or unstated. Eyonix disclaims any responsibility for any harm resulting from the use by visitors of the Website, or from any downloading by those visitors of content posted there.
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10. Attribution. Eyonic reserves the right to display attribution links such as, but not limited to, 'Powered by Eyonic.com,' in your shared content, account footer or toolbar.
11. Changes. Eyonic reserves the right, at its sole discretion, to modify or replace any part of this Agreement. It is your responsibility to check this Agreement periodically for changes. Your continued use of or access to the Website following the posting of any changes to this Agreement constitutes acceptance of those changes. Eyonic may also, in the future, offer new services and/or features through the Website (including, the release of new tools and services). Such new features and/or services shall be subject to the terms and conditions of this Agreement.
12. Termination. Eyonic may terminate your access to all or any part of the Website at any time, with or without cause, with or without notice, effective immediately. If you wish to terminate this Agreement or your Eyonic.com account (if you have one), you may simply discontinue using the Website. Notwithstanding the foregoing, if you have a paid services account, such account can only be terminated by Eyonic if you materially breach this Agreement and fail to cure such breach within thirty (30) days from Eyonic's notice to you thereof; provided that, Eyonic can terminate the account immediately as part of a general shut down of our service. All provisions of this Agreement which by their nature should survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.
13. Disclaimer of Warranties. The Website is provided "as is". Eyonic and its suppliers and licensors hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. Neither Eyonic nor its suppliers and licensors, makes any warranty that the Website will be error free or that access thereto will be continuous or uninterrupted. You understand that you download from, or otherwise obtain content or services through, the Website at your own discretion and risk.
14. Limitation of Liability. In no event will Eyonic, or its suppliers or licensors, be liable with respect to any subject matter of this agreement under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost of procurement for substitute products or services; (iii) for interruption of use or loss or corruption of data; or (iv) for any amounts that exceed the fees paid by you to Eyonic under this agreement during the twelve (12) month period prior to the cause of action. Eyonic shall have no liability for any failure or delay due to matters beyond their reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.
15. General Representation and Warranty. You represent and warrant that (i) your use of the Website will be in strict accordance with the Eyonic Privacy Policy, with this Agreement and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the United States or the country in which

you reside) and (ii) your use of the Website will not infringe or misappropriate the intellectual property rights of any third party.

16. Indemnification. You agree to indemnify and hold harmless Eyonix, its contractors, and its licensors, and their respective directors, officers, employees and agents from and against any and all claims and expenses, including attorneys' fees, arising out of your use of the Website, including but not limited to your violation of this Agreement.
17. Miscellaneous. This Agreement constitutes the entire agreement between Eyonix and you concerning the subject matter hereof, and they may only be modified by a written amendment signed by an authorized executive of Eyonix, or by the posting by Eyonix of a revised version. Except to the extent applicable law, if any, provides otherwise, this Agreement, any access to or use of the Website will be governed by the laws of the state of California, USA, excluding its conflict of law provisions, and the proper venue for any disputes arising out of or relating to any of the same will be the state and federal courts located in Solano County, California. Except for claims for injunctive or equitable relief or claims regarding intellectual property rights (which may be brought in any competent court without the posting of a bond), any dispute arising under this Agreement shall be finally settled in accordance with the Comprehensive Arbitration Rules of the Judicial Arbitration and Mediation Service, Inc. ("JAMS") by three arbitrators appointed in accordance with such Rules. The arbitration shall take place in Fairfield, California, in the English language and the arbitral decision may be enforced in any court. The prevailing party in any action or proceeding to enforce this Agreement shall be entitled to costs and attorneys' fees. If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. You may assign your rights under this Agreement to any party that consents to, and agrees to be bound by, its terms and conditions; Eyonix may assign its rights under this Agreement without condition. This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.

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