**Terms of Service** - **Last Updated: February 2019**

These Terms of Service, together with our Privacy Policy govern your access to and use of the website (the “Cylidify Site” or the “Site”) of Cylidify and Cylidify LLC (“Cylidify”, “we”, “our”, or “us”), a for profit consulting and services business, and your use of any of the services provided through the Site. These Terms of Service and any additional terms and conditions, policies, agreements and disclosures to which you have agreed are hereafter referred to collectively as the “Agreement”. Please read these Terms of Service carefully.

Your use of the Cylidify Site is governed by the version of the Terms of Service in effect on the date of use. Cylidify may modify the Terms of Service at any time and without prior notice. By using and accessing the Cylidify Site, you acknowledge and agree to review the most current version of these Terms of Service prior to each such use. Your continued use of and access to the Cylidify Site constitutes your acknowledgement of, and agreement to, the then current Terms of Service. Please also note that the provisions of these Terms of Service are in addition to any other agreements between you and Cylidify, including any customer or account agreements, and any other agreements that govern your use of products, services, content, tools, and information available on the Cylidify Site.

Cylidify reserves the right, in its sole discretion, without any obligation and without any notice requirement, to change, improve or correct the information, materials and descriptions on the Cylidify Site and/or to suspend and/or deny access to the Cylidify Site for scheduled or unscheduled maintenance, upgrades, improvements or corrections. The information and materials on the Cylidify Site may contain typographical errors or inaccuracies. Any dated information is published as of its date only, and Cylidify does not undertake any obligation or responsibility to update or amend any such information. Cylidify may discontinue or change any product or service described in or offered on the Cylidify Site at any time without prior notice. Cylidify further reserves the right, in its sole discretion, to block or otherwise discontinue your access and use of the Cylidify Site at any time and for any reason. You agree that Cylidify and its affiliates will not be liable to you or to any third-party for any such modification, suspension or discontinuance.

**Authorized User**

Some of our services, and certain pages of the Cylidify Site, are available only to clients or users who have been authorized by us to access those services and web pages. Such authorization may require, among other things, satisfactory background information screening.

Unauthorized use of the Cylidify Site and/or our systems, including, but not limited to, unauthorized entry into and/or any attempted access of Cylidify’ systems and/or any restricted areas of the Cylidify Site, misuse or sharing of passwords or misuse of any other information, is strictly prohibited. You may not use the Cylidify Site in any manner that could damage, disable, overburden, or impair the Cylidify Site or service or interfere with any other party’s use and enjoyment of the Cylidify Site or service. You may not attempt to gain unauthorized access to the Cylidify Site or any service, computer systems or networks connected to the Cylidify Site, through hacking, password mining or any other means. You may not screen-scrape, data scrape and/or use any automated means to acquire data and/or information from our Site. You agree that you will not engage in any activities related to any Cylidify Site that are contrary to these Terms of Service and/or any applicable laws or regulations. You agree to notify us immediately in the event that you learn or suspect that the security of your password may have been compromised. You further agree that you are responsible for any unauthorized use of your password that is made before you have notified us, and we have had a reasonable opportunity to act on that notice. We reserve the right to suspend or cancel your password, even without receiving such notice from you, if we suspect that it is being used in an unauthorized or fraudulent manner.

Notwithstanding the above, you are responsible for monitoring your account and should promptly report any unauthorized or suspicious activity in your account to us at Support@Cylidify.com.

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**Proprietary Rights**

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**User Submitted Information**

As a user of the Cylidify Site, you may be permitted to post certain user submitted content on various portions of the Cylidify Site. For the purposes of this Agreement, all content, information and materials posted, uploaded, submitted, published or otherwise displayed through a Cylidify Site shall be referred to as “User Submitted Content”. You are solely responsible for all User Submitted Content that you post, upload, submit, publish or otherwise display through a Cylidify Site. You expressly acknowledge and agree that all User Submitted Content will:

* Comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, export control laws, tax laws, and regulatory requirements;
* Not contain any content that is inaccurate, harassing, libelous, abusive, obscene, discriminatory or otherwise objectionable;
* Not promote or solicit the purchase or sale of any product, security, financial asset or investment;
* Not contain any software viruses, worms or other programs that may interfere with the functionality of the Cylidify Site or with any user of the Cylidify Site;
* Not infringe any intellectual property or other proprietary rights of any party;
* Not contain any information that you do not have a right to upload under any law or under contractual or fiduciary relationships;
* Not pose or create a privacy or security risk to any person;
* Not impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
* Not further or promote any criminal activity or enterprise or provide instructional information about illegal activities; and/or contain material that, in the sole judgment of Cylidify, is objectionable or restricts or inhibits any other person from using or enjoying the Cylidify Site and/or which may expose Cylidify or its users to any harm or liability of any type.

Cylidify reserves the right to investigate and take appropriate legal action against anyone who, in Cylidify’s sole discretion, violates the terms of this Agreement regarding User Submitted Content, including without limitation, by removing the offending User Submitted Content from the Cylidify Site, suspending or terminating the account of such violators and reporting you to the law enforcement authorities without notice

**Use of Links**

The Cylidify Sites may contain links to third-party websites and/or services (each, a “Third-Party Site”). These links are provided only as a convenience. The inclusion of any link is not and does not imply an affiliation, sponsorship, endorsement, approval, investigation, verification or monitoring by Cylidify of any information contained in any Third-Party Site. In no event shall Cylidify be responsible for the information contained on any Third-Party Site and/or your use of or inability to use such site. You should also be aware that the terms and conditions and privacy policy of each Third-Party Site will be different from those applicable to your use of the Cylidify Site. You should contact the operator of the applicable Third-Party Site for any information regarding that site’s terms and conditions and/or privacy policy.

**Third-Party Content**

Certain portions of the Cylidify Site may contain unedited or third-party content, including, without limitation, User Submitted Content. All User Submitted Content and all other postings, messages, text, images, links to third-party websites or other materials published on or otherwise made available by parties other than Cylidify (such content, the “Third-Party Content”) are the sole responsibility of the person(s) who originated such Third-Party Content and Cylidify may not monitor and does not control such Third-Party Content, although Cylidify reserves the right at all times (but will not have an obligation) to remove any Third-Party Content. By using this Third-Party Content, you agree to not rely on the Third-Party Content and understand that you may be exposed to Third-Party Content that is, without limitation, inaccurate, inappropriate, misleading, unlawful, offensive or otherwise objectionable, and that Cylidify makes no representations or warranties regarding the Third-Party Content and is not responsible or liable in any manner for the Third-Party Content or the conduct, whether online or offline, of any user. Your use of such Third-Party Content may be subject to the terms of service or user agreement of such Third-Party Content provider.

**Claims of Copyright Infringement**

Cylidify respects the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, you should notify Cylidify in accordance with the procedure set forth below.

Cylidify will process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act (“DMCA”) and other applicable intellectual property laws with respect to any alleged or actual infringement. A notification of claimed copyright infringement should be sent to Support@Cylidify.com.

**To be effective, the notification must be in writing and contain the following information:**

* an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
* a description of the copyrighted work or other intellectual property that you claim has been infringed;
* a description of where the material that you claim is infringing is located on the Cylidify Site, with enough detail that we may find it on the Cylidify Site;
* your address, telephone number, and email address;
* a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law; and
* a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner’s behalf.
* financial assets

None of the information contained in the publicly accessible portions of the Cylidify Site constitutes a recommendation, solicitation or offer by Cylidify or its affiliates to buy or sell any securities, futures, options, digital currency or other financial instruments or other assets or provide any investment advice or service. The information contained in the Cylidify Site has been prepared without reference to any particular user’s investment requirements or financial situation. The information and services provided on the Cylidify Site are not provided to, and may not be used by, any person or entity in any jurisdiction where the provision or use thereof would be contrary to applicable laws, rules or regulations of any governmental authority or regulatory or self-regulatory organization or clearing organization or where Cylidify is not authorized to provide such information or services. Some products and services described in the Cylidify Sites may not be available in all jurisdictions or to all clients.

**Indemnity and Release**

You agree to release, indemnify and hold Cylidify harmless from any from any and all losses, damages, expenses, including reasonable attorneys’ fees, rights, claims, actions of any kind and injury (including death) arising out of or relating to your use of the Cylidify Sites. If you are a California resident, you waive California Civil Code Section 1542, which says: “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.” If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

**Choice of Law; Arbitration**

The Agreement shall be governed by and construed and enforced in accordance with the laws of the State of North Carolina, without regard to conflicts of law’s provisions. Unless otherwise agreed in writing by you and us, any dispute arising out of or relating to the Agreement, or the breach hereof, shall be finally resolved by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, or such arbitration body as required by law, rule or regulation, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitration will be conducted in the English language before a single arbitrator in North Carolina. Such arbitration must be commenced within one (1) year after the claim or cause of action arises. If for any reason any provision of this Agreement, or a portion thereof, shall be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of this Agreement, and the remainder of this Agreement shall continue in full force and effect. This Agreement constitutes the entire agreement between us and you with respect to this site and it supersedes all prior or contemporaneous communications, agreements and understandings between Cylidify and you with respect to the subject matter hereof. A printed version of this Agreement shall be admissible in judicial or administrative proceedings.