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All sales on the Site are non-refundable and non-transferable, except as expressly provided in these Terms. We reserve the right, but have no obligation, to confirm the credibility of all payment transactions, including confirming the validity of credit card transactions, and you acknowledge that such process may delay or preclude receipt of payments. We are not obligated to process payments (i) that have been made by fraudulent, illegal, or unauthorized means, as determined by us in our sole discretion or (ii) to any account located in a country or territory where there is high-risk for fraudulent activity, as reasonably determined by us in our sole discretion.

Unless otherwise indicated, all prices, fees, and other amounts referred to on the Site are in U.S. dollars and do not include any taxes. You will be responsible for the payment of any taxes applicable to any sales through the Site. We reserve the right to introduce fees for other services in the future at our sole discretion. Refund requests will be processed at our sole discretion.

2. Privacy.

Use of Site is governed by our Privacy Policy, which is incorporated into these Terms by reference. The Privacy Policy is available for review at


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You may use the Site only for lawful purposes and in accordance with these Terms. You agree not to use the Site:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter" or "spam" or any other similar solicitation.
- To impersonate or attempt to impersonate any other person.
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Site.

Additionally, you agree not to:

- Use the Site in any manner that could disable, overburden, damage, or impair the Site or interfere with any other party's use of the Site.
- Use any robot, spider or other automatic device, process or means to access the Site for any purpose, including monitoring or copying any of the material on the Site.
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Site, the server on which the Site is stored, or any server, computer or database connected to the Site.
- Attack the Site via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Site.

6. **Limitation of Liability.**

TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL CIGNITION BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION ANY LOST OPPORTUNITY OR PROFITS, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF GOODWILL OR ANY
OTHER INTANGIBLE BENEFIT, EVEN IF SUCH DAMAGES ARE FORESEEABLE AND WHETHER OR NOT CIGNITION HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. IN NO EVENT SHALL CIGNITION’S LIABILITY EXCEED THE TOTAL AMOUNT PAID TO CIGNITION BY YOU. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

7. **Severability.**
Should any term of these Terms be declared void or unenforceable by any court of competent jurisdiction, such declaration shall have no effect on the remaining terms hereof.

8. **Governing Law; Venue; Arbitration; Class Action Waiver.**
You agree that any dispute or claim arising out of sales on the Site or these Terms shall be settled by binding arbitration in the State of California under the American Arbitration Association Rules. Regardless of any law to the contrary, any claim against Company must be filed within one year of the time such claim arose, otherwise such claim will be barred forever. We agree that regardless of any law to the contrary, that the arbitrator shall have no authority to award, punitive or exemplary damages. Notwithstanding the above, we may apply to any court of competent jurisdiction for a temporary restraining order or other interim relief, as necessary without breach of this agreement and without abridgment of the powers of the arbitrator.

These Terms and the Service shall be governed by the laws of the State of California, without regard to conflicts of laws provisions and such law shall be applied by the arbitrator to the merits of any dispute or claim.

The Service is and remains a U.S. offering and all use of the information collected is and shall remain subject to U.S. law and practice. We make no claims that the Site or any of its content is compliant with any laws applicable to anyone outside of the United States. As indicated in the Privacy Policy, all personal information and data will be treated in accordance with the laws of the United States. If you access the Site from outside the United States, you do so on your own initiative.

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9. **Questions & Contact Information**
If you wish to contact us, please do so via mail or e-mail, as follows:

Mailing Address:
Cignition
21 Hillbrook Drive
Portola Valley, CA 94028

Email Address: support@cignition.com