

Website Use Policy

Last Updated: May 18, 2017

Welcome to the Cyber Reconnaissance, Inc (“Company”) website.

Company provides the website located at <https://www.cyr3con.com/> and any other related internet properties and tools, including without limitation our proprietary application programming interfaces (collectively, the “Site”). Your access to and use of the Site is subject to this Site Use Policy (the “Policy”) and all the terms, conditions and notices contained or referenced herein. Please read this Policy carefully before accessing or using this Site, so that you fully understand your rights and responsibilities.

BY ACCESSING OR USING THIS WEBSITE, YOU INDICATE THAT YOU ACCEPT THE POLICY AND THAT YOU AGREE TO ABIDE BY IT. YOUR ONLY REMEDY FOR DISSATISFACTION WITH THE SITE OR ITS CONTENTS IS TO STOP USING THE SITE. PLEASE PRINT A COPY OF THIS POLICY FOR YOUR REFERENCE.

Company may modify or amend this Policy at any time. All changes will be effective immediately upon their posting on this Site. Material changes will be posted conspicuously on this Site. By accessing the Site following posting of changes to the Policy, you agree to all such changes.

Site Information

Information displayed on this Site or services provided herein may change without notice. Company reserves the right to modify such information without any obligation to notify past or current Site users. Company makes no representations that the materials on this Site are appropriate or available for use in any particular state or other countries besides the United States of America. When accessing this Site you are solely responsible for compliance with the laws of the state or country in which you live.

All offers set forth on this Site (if any) are void where prohibited, and are subject to the posting of any official rules pertaining to such offers. Some services offered on this Site may not be available in certain areas.

Privacy Policy

By accessing and using this Site, you agree to the terms of our [Privacy Policy](#) which is incorporated into this Policy by this reference.

Subscriptions and other Terms and Conditions

In addition to this Policy and the [Privacy Policy](#), (collectively, the “Site Policies”), all access to the Company’s products and services, are governed as applicable by our online click-through agreements, paper contract, and/or other stated terms, as applicable, depending on the type of product/service/subscription you are using or contracting.

Intellectual Property Rights

(a) The Site and their entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof) are owned by the Company, its licensors or other providers of such material, and are protected by United States of America and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. This Policy permits you to use the Site for your non-commercial use only. No right, title or interest in or to the Site or any content on the Site is transferred to you, and all rights not expressly granted, are reserved by the Company.

(b) You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on the Site, except as follows:

(i) You may store files that are automatically cached by your Web browser for display enhancement purposes; (ii) if we provide desktop, mobile or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by an applicable end user license agreement for such applications; and (iii) if we provide social media features at any time, you may take such actions as are enabled by such features.

(c) You may not: (i) use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text; or (ii) delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from the Site; or (iii) access or use for any commercial purposes any part of the Site or any services or materials available through the Site.

(d) The Company name, the Company logo, and all related names, logos, product and service names, designs and slogans, are trademarks of the Company or its affiliates or licensors. You may not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs and slogans on the Site are the trademarks of their respective owners.

Copyright Cyber Reconnaissance, Inc., 2016. All rights reserved.

Use of this Site

(a) You may use the Site only for lawful purposes and in accordance with this Policy.

(b) You promise that: (i) you are of legal age to form a binding contract with the Company; (ii) you will not use the Site in any way that violates any applicable local or international law or regulation; (iii) you will not impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity; (iv) you will not do anything that could disable, overburden, damage, or impair the Site or interfere with any person's use of the Site; (v) you will not use any robot, spider or other automatic device, process or means to access the Site for any unlawful purpose or in violation of this Policy; (vi) you will not introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful; (vii) you will not co-brand or frame the Site or hyper-link to it without the express prior written permission of an authorized representative of the Company; (viii) in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect; (ix) for the purpose of harming or attempting to harm minors in any way; and (x) to transmit, or procure the sending of, any unsolicited or unauthorized advertising or promotional material or any other form of similar solicitation (spam).

(c) No individual under the age of thirteen (13) may use the Site, provide any personal information to Company, or otherwise submit personal information through the Site. You may only use the Site if you can form a binding contract with Company and are not legally prohibited from using it.

(d) You may download and print one (1) copy of this Site's content for your personal and noncommercial use, provided you do not delete or modify any copyright, trademark, or other proprietary notices. You may not otherwise use, copy, modify, distribute, mirror, republish or transmit any of the content or materials of this Site without the prior written consent of Company.

Without limitation to any other rights or remedies of Company under this Policy, Company reserves the right to investigate any situation that appears to involve any of the above, and may report such matters to, and co-operate with, appropriate law enforcement authorities in prosecuting any users who have participated in any such violations.

You agree to comply with the above conditions at any and all times during your use of the Site and our products and services, and you acknowledge and agree that Company has the right, in its sole discretion, to terminate your account or access to the Site or take such other action as we see fit if you breach any of the above conditions or any of the other terms of this Policy. This may include taking court action and/or reporting offending users to the relevant authorities.

Your Account

If we offer registration and/or if you choose to register with the Site, your account is personal to you, and you may not share your account information with, or allow access to your account by any third party. Because you will be responsible for all activity that occurs under your access credentials, you should keep your username and password secret. If you have any reason to believe that your account information has been compromised or that your account has been accessed by a third party, you agree to immediately notify Company by e-mail to support@cyr3con.com. You are solely responsible for your own losses and losses incurred by Company and others (including other users) due to any unauthorized use of your account.

No Liability

IN NO EVENT WILL COMPANY OR ANY OF ITS OFFICERS, REPRESENTATIVES, DIRECTORS, EMPLOYEES, CONSULTANTS OR AGENTS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA, INFORMATION, PROFITS OR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OR PERFORMANCE OF THIS WEBSITE OR ANY LINKED WEBSITE OR TO ANY MATERIAL, INFORMATION, DATA, PRODUCTS, OR SERVICES OBTAINED THROUGH THIS WEBSITE, OR OTHERWISE ARISING OUT OF YOUR USE OF THIS WEBSITE, YOUR INABILITY TO USE THIS WEBSITE OR ANY DECISION MADE OR ACTION TAKEN BY YOU IN RELIANCE OF ANY INFORMATION, ADVICE OR MATERIALS PROVIDED ON THIS WEBSITE, WHETHER SUCH DAMAGES ARE BASED IN TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE AND EXCLUSIVE REMEDY IS TO STOP ACCESSING AND USING THIS WEBSITE.

No Warranty

Company makes all commercially reasonable efforts to ensure that all material, information and data on this Site is accurate and reliable; however, accuracy cannot be guaranteed. **This Site is provided by Company on an "AS IS" basis. Company disclaims all warranties with respect to this Site, including without limitation all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement.**

Company does not warrant or guarantee (1) the accuracy, completeness, correctness, reliability, timeliness, or usefulness of this Site or any material, information or data downloaded or otherwise obtained through use of this Site; (2) the results that may be obtained from the use of this Site or the use of material, information or data obtained from this Site; (3) that use of this Site or any materials on this Site will meet any users requirements; (4) that access to the Site will be uninterrupted, timely, secure or error-free; or (5) that files or other materials and information available through this Site will be free of infections, viruses, worms, Trojan horses or other code that could be harmful to your computer system. Company has no responsibility for the timeliness, deletion, misdelivery or failure to store any user communication.

You acknowledge and agree (1) that your use of this Site and any material, information or data downloaded or otherwise obtained through the use of this Site is at your discretion and risk, and (2) that you are solely responsible for any damage to your computer system or for loss of data that results from the download of any material, information or data, and for any other form of damage that may be incurred. **None of the parties involved in creating, producing, or delivering this Site or its content will be liable to users of this Site for any damage resulting from use of this Site or use of material, information or data downloaded or otherwise obtained from this Site, nor are such parties in any way responsible for the conduct of users of this Site or for information posted or exchanged on this Site.**

No advice or information, whether oral or written, obtained by you from Company or in any manner from this Site creates any warranty.

Third-Party Sites

This Site may link to, or be linked to, other websites not maintained by or related to Company. All links are provided only as a service to our visitors. Company is not, directly or indirectly, implying any approval, association, sponsorship, endorsement or affiliation with the linked or linking website, unless specifically stated on this Site. Company has not reviewed all websites to which it links and is not responsible for the content, accuracy, or policies of any such websites. You link to other pages or websites at your own risk, and your use of other websites will be controlled by the terms of use posted on that website. You should review the terms of use of any website to which you navigate.

If you operate another website and are interested in linking to our Site, you agree to be bound by the following rules: (1) the link must be a text-only link clearly marked; (3) the link must be in connection with a website of appropriate subject matter that furthers the mission of Company; (4) the link may not (or have the potential to) damage or dilute the goodwill associated with Company's names and marks; (5) the link may not create the false appearance that an entity other than Company is associated with or sponsored by Company; (6) the link, when activated by a user, must display this site full-screen and not with a "frame" on the linked website; and (7) Company

reserves the right to revoke consent to the link at any time in its sole discretion, either by amending this Policy or through other notice.

Indemnification

You agree to indemnify, defend and hold harmless Company, its officers, representatives, directors, employees, consultants and agents from any and all losses, expenses, third-party claims, liabilities, attorneys' fees, damages and costs for claims arising from or related to your use of this Site, your use of any material, information or data downloaded or otherwise obtained from this Site, or your violation of this Policy, including your infringement of any intellectual property or other right of Company or any other person or entity.

Interpretation and Disputes

This Policy are governed by the laws of the United States of America and the State of Arizona, without regard to any conflict of law provisions. Venue is exclusively in Arizona for any dispute arising under this Policy, unless otherwise agreed by Company in its sole discretion. If there is a dispute, the prevailing party will be entitled to recovery of its reasonable attorneys' fees and costs. If any provision of this Policy is deemed unenforceable or invalid by a court or arbitrator, then the court or arbitrator may modify such provision to the minimum extent necessary to make an invalid provision enforceable and valid. If modification is impossible or impracticable then the provision will be severed and the remaining terms of this Policy will be interpreted and read to give them maximum enforceability. Any cause of action or claim with respect to this Site must be commenced within one (1) year after the action or claim arises.

You acknowledge that a breach of any confidentiality or proprietary rights provision of this Policy may cause the Company irreparable damage, for which the award of damages would not be adequate compensation. Consequently, the Company may institute an action to enjoin you from any and all acts in violation of those provisions, which remedy shall be cumulative and not exclusive, and the Company may seek the entry of an injunction enjoining any breach or threatened breach of those provisions, in addition to any other relief to which the Company may be entitled at law or in equity.

Entire Agreement

By your access or use of this Site, you agree to this Policy. This Policy, together with the Company [Privacy Policy](#) and any other additional terms we may provide for accessing or using the products and services, constitute the entire agreement between you and Company with respect to your access and use of this Site. Any waiver of any provision of this Policy will be effective only if in writing and signed by Company. This Policy will inure to the benefit of Company's successors and assigns.

Electronic Communications

You agree that this Policy and any other documentation, agreements, notices or communications between you and Company may be provided to you electronically, to the extent permissible by law. Please print a copy of all documentation, agreements, notices or other communications for your reference.

Contacting Us

If you have any other questions or concerns regarding this Policy or our Privacy Policy, please contact us at support@cyr3con.com.