# **Terms of Service - Sisu, Inc.**

Updated: January 1, 2023

## **TERMS OF SERVICE AGREEMENT**

These Terms of Service ("Terms") govern your use of our services, websites, mobile applications, or products (collectively the "Service" or “Services”) that are owned by Sisu, Inc. ("Sisu," "we," "us," and "our").

You must be at least 13 years old to use the Services. You may use the Services only if you agree to form a binding contract with Sisu. This is a binding legal agreement. Please read it.

If you are accepting these Terms and using the Services on behalf of a company, organization, government, or other entity, you represent and warrant that you have the authority to bind that entity to these Terms, in which case the words “you” and “your” as used in these Terms will refer to that entity.

These Terms affect your legal rights and they are legally binding. These Terms create responsibilities and obligations for you. These Terms govern your use of the Services. You may only use our Services if you accept the Terms and comply with the Terms. If you violate our Terms, we may choose to stop providing Services to you at any time.

We will change these Terms. When we change the Terms, they will become effective when we publish them on our website or when we send them to you by email. When you continue to use our Services, it shows that you agree to our updated Terms. You are responsible for checking for updates to our Terms.

We wrote and published these Terms in English. We have not and will not publish our Terms in any other language. If translations of these Terms exist, the English language version will control the interpretation of them.

## **Our Privacy Policy**

Our Privacy Policy (https://www.sisu.com/privacy) describes how we handle the information you provide to us when you use our Services. You understand that when you accept or use our Services you consent to the collection and use (as written in the Privacy Policy) of this information, including the transfer of this information to the United States, or other countries for storage, processing, and use by Sisu and its affiliates.

When you accept or use our Services, you accept our Terms and our Privacy Policy. If you disagree with our Terms or Privacy Policy, do not use our Services.

**SISU PROVIDES INFORMATION. SISU DOES NOT PROVIDE MEDICAL TREATMENT OR MEDICAL ADVICE**

Our Services provide you with information. We do not provide professional medical treatment or medical advice. We do not make medical diagnoses or medical recommendations.

**SISU’S SERVICES ARE NOT FOR EMERGENCIES**

Sisu does **not** provide crisis support. If you have a medical emergency, **dial 9-1-1**.

**YOU MUST NOT VIOLATE THE SECURITY OF THE SITE**

We prohibit you from violating the security of our Service. We prohibit you from accessing a server, data, or an account without authorized credentials given to you by Sisu. We prohibit you from testing the vulnerabilities in our system or network. We prohibit you from scraping or using any automated tools to access or copy data from our Service. We prohibit you from using any devices or software that interfere with our Service.

When you violate our system or network security, we will investigate and pursue you for civil and criminal accountability. We will cooperate with state and federal law enforcement and prosecutors to hold you criminally responsible. We will file suit against you in the proper state or federal civil court.

**YOU AGREE TO RECEIVE CALLS AND TEXTS BY PHONE**

When you give us your phone number, you agree that Sisu may contact you by calling or texting you. You acknowledge that texts are less secure than communication done through our website or email.

**YOU AGREE TO COMMUNICATE ELECTRONICALLY**

Sisu is a website, so our communications will be electronic, such as emails, messages through the website, or text messages. You agree that all agreements, consents, notices, disclosures, or other communication may be done electronically. You agree that all electronic communication satisfies any legal requirement that such communications be written.

**SISU OWNS THE SERVICE AND INTELLECTUAL PROPERTY**

The Service and all content, including all copyrights, patents, trademarks, and all intellectual property (collectively the "Content"), are owned by Sisu, our licensors, and third parties. United States and international law protects all right to the Content owned by Sisu, our licensors, and third parties.

All rights not granted to you in these Terms are reserved and retained by Sisu and its partner third parties. You must not modify or use the Content for any purpose that has not been authorized or approved in writing by Sisu. We prohibit you from publishing or displaying our Content in any way. We prohibit you from infringing our intellectual property.

You accept that Sisu may delete any information you provide that Sisu deems to be defamatory, fraudulent, abusive, obscene, or violating any intellectual property or legal rights of any third party.

The Service may allow you to create written, audio, or video content, such as comments, that will be published on the Service ("User Content"). All User Content may be retained by us forever. By providing any User Content, you grant to Sisu a perpetual, worldwide, irrevocable, non-exclusive, royalty-free license to use the User Content in any manner, without compensating you.

You create and publish User Content at your own risk. You acknowledge that Sisu does not control the actions of other Users of the Site when you share your User Content.

**SISU DOES NOT GUARANTEE THE ACCURACY OF ITS CONTENT**

You agree that Sisu makes no representations, warranties, or guarantees that the information provided by its Service is accurate. It is possible that the Service provides inaccurate information or errors. If you find inaccurate information or an error, please contact Sisu to let us know.

Sisu has no liability for information posted to the Service by Sisu or by any third party.

**URL LINKS TO OTHER WEBSITES**

The Service may provide URL hyperlinks to third party websites ("Linked Websites"). Sisu has not reviewed and does not control information on the Linked Websites. The content of any Linked Website is not the responsibility of Sisu.

If you access any Linked Website, you do so at your own risk. You agree that Sisu is not responsible or liable for any damages or losses caused to you by any information or service provided by a Linked Website.

**YOU AGREE NOT TO SUBMIT ABUSIVE OR ILLEGAL USER INFORMATION**

If you submit or post any health information, medical history, or personal information to the Service ("User Information"), you agree not to provide any User Information that:

(1) is false, abusive, obscene, unlawful, or that encourages criminal behavior;

(2) violates or infringes the privacy or intellectual property rights of any entity or person; or

(3) transmits a virus or malware designed to interrupt the Service or hack the User Information of other users.

You represent and warrant to Sisu that you have the legal right and authorization to provide all User Information to the Service.

**YOU AGREE TO CERTAIN USER RESTRICTIONS**

You agree not to:

1. Contact other users of the Service;
2. Misrepresent your identity or the identity of the sender of any message;
3. Hack the Service;
4. Use scripts, software, or artificial intelligence to reverse engineer or alter any code;
5. Collect health information about any other person who uses the Service;
6. Engage in any act that violates a local, state, or federal law.

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### **SISU OR YOU MAY END THESE TERMS**

You may end your legal agreement with Sisu at any time by deactivating your accounts and discontinuing your use of the Services. Please read the Privacy Policy for more information on what happens to your information.

We may suspend or terminate your account or cease providing you with all or part of the Services at any time for any or for no reason.

If you believe we terminated your account in error, please contact us. These Terms survive the deactivation or termination of your account.

## **COPYRIGHT POLICY**

Sisu complies with the copyright takedown procedures in the [United States Digital Millennium Copyright Act](https://www.congress.gov/bill/105th-congress/house-bill/2281) (DMCA). The DMCA governs the relationship between U.S. copyrights and your use of the Internet. Please note that any notice or counter-notice you submit must be truthful under penalty of perjury.

If you believe that your Content has been copied in a way that constitutes copyright infringement, please report this by contacting our copyright agent at:

Sisu, Inc.

Attn: Copyright Agent

550 SW Scherer Rd
Lee’s Summit MO 64082

Email: info@Sisu.com

**DISCLAIMERS AND LIMITATION OF LIABILITY; SISU’S SERVICES ARE AVAILABLE “AS-IS”**

You access and use the Services and Content at your own risk. You agree that Sisu provides the Services to you on an “AS IS” and “AS AVAILABLE” basis. The “Sisu Entities” refers to Sisu, its parents, affiliates, related companies, officers, directors, employees, agents, representatives, partners, and licensors. To the maximum extent permitted by law, THE SISU ENTITIES DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. The Sisu Entities make no warranty or representation and disclaim all responsibility and liability for:

(i) the completeness, accuracy, or availability of the Services or any Content;

(ii) any harm to your computer, data, or other harm that results from your use of the Services or Content;

(iii) the deletion or failure to store any Content and communications maintained by the Services; and

(iv) whether the Services will meet your requirements or be available.

Advice or information provided by the Sisu Entities does not create any warranty or representation that these Terms do not expressly make.

### **Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SISU ENTITIES WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF MONEY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM:

(i) YOUR USE OF OR INABILITY TO USE THE SERVICES;

(ii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICES;

(iii) ANY CONTENT OBTAINED FROM THE SERVICES; OR

(iv) UNAUTHORIZED ACCESS, USE, OR ALTERATION OF YOUR CONTENT.

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE SISU ENTITIES EXCEED THE GREATER OF ONE HUNDRED U.S. DOLLARS (U.S. $100.00) OR THE AMOUNT YOU PAID SISU, IF ANY, IN THE PAST SIX MONTHS FOR THE SERVICES. THE LIMITATIONS OF THIS SUBSECTION SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT, NEGLIGENCE, OR OTHERWISE.

**YOU AGREE TO INDEMNIFY SISU**

You agree to indemnify, defend, and hold harmless Sisu, its officers, directors, employees, agents, and any affiliates from and against all claims, losses, liability, damages, costs, attorneys’ fees, or expenses, that may arise from

(a) your use of the Service or

(b) any violations of these Terms by you.

You must reimburse Sisu for all its costs and expenses to defend itself.

**THE LAW THAT GOVERNS THESE TERMS**

The laws of the State of Kansas will govern these Terms and any dispute between Sisu and you. All disputes related to these Terms or the Services must be brought in the federal or state courts located in Jackson County, Kansas. You consent to personal jurisdiction. You waive any objection as to an inconvenient forum. You consent to service of process by email in any legal proceeding.

**YOU AGREE TO WAIVE ANY CLASS ACTION LAWSUIT**

SISU AND YOU AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS ACTION.

**THESE TERMS GIVE NO RIGHTS TO THIRD PARTIES**

Unless stated in these Terms, nothing confers any rights or remedies on any persons other than Sisu and you. These Terms do not discharge the obligations or liability of any third persons to Sisu or you. These Terms do not give any third parties any right of subrogation or action against Sisu or you.

**YOU MAY NOT ASSIGN THESE TERMS**

You may not assign or transfer these Terms without Sisu’s written consent. Sisu may transfer or assign any part of these Terms. These Terms will be binding upon the heirs and permitted assignees of the parties.

**FORCE MAJEURE (a.k.a. AN EXTRAORDINARY EVENT WITH OVERWHELMING FORCE)**

We will not be in breach of these Terms or our Privacy Policy due to any event or occurrence beyond our reasonable control, including but not limited to acts of God.

**MISCELLANEOUS TERMS**

These Terms and other documents cited in this agreement constitute the entire agreement between Sisu and you. These Terms govern your use of the Service, and these Terms supersede any prior agreements.

In the event that any court or agency holds these Terms invalid, that provision will be eliminated to the minimum extent needed, and the remaining provisions of these Terms will remain in full force. Sisu does not waive any right by failing to enforce any right or provision of these Terms.

**PLEASE CONTACT US WITH QUESTIONS**

If you have any questions about these Terms, please write us at: info@Sisu.com. Sisu does not guarantee that it will receive or respond to these communications.