CyberMetrics®
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CYBERMETRICS TERMS OF SERVICE

Last updated: 02/25/2025

These Terms do not govern the use of any hosted applications or other services (the "Service") operated by CyberMetrics. If you are accessing or using the Service, even if you are doing so through a free trial, then you are subject to that Service's Master Subscription Agreement or other such written contract as may be separately agreed to between you and CyberMetrics.

FaciliWorks Master Subscription Agreement

CyberMetrics Corporation ("**CyberMetrics**," "**we**," "**our**," or "**us**") makes available to you our website: https://cybermetrics.com and all related software, services, application programming interfaces, and extensions (collectively, our "**Site**") subject to the terms and conditions in this Terms of Service Agreement (this "**Agreement**"). CyberMetrics makes available for purchase on its Site certain hardware, software, and maintenance plans (collectively, our "**Products**") subject to the terms and conditions of this Agreement, and all other Product-specific disclaimers, terms, and conditions of general application that we may disclose from time-to-time or are otherwise incorporated herein. Please review this Agreement carefully.

1. OUR SITE

1.1. CyberMetrics' Rights in and to CyberMetrics Materials. Our services, our systems, our databases, and any and all other information, data, documents, materials, works and other content, devices, methods, processes, hardware, software and other technologies and inventions, including any technical or functional descriptions, requirements, plans, specifications, or reports, that are provided or used by CyberMetrics or any subcontractor engaged by CyberMetrics in connection with the Site or otherwise comprise or relate to the Site, the designs of each of the foregoing, and any and all intellectual property rights in the foregoing (collectively, the "**CyberMetrics Materials**") shall at all times remain the exclusive property of CyberMetrics and its third-party licensors. Any third-party software included in the Site is licensed subject to the additional terms of the applicable third-party license.

1.2. Grant of License. On the condition that you comply with all your obligations under this Agreement, and subject to additional terms of any third-party licenses applicable to third-party software included in the Site, we hereby grant to you a limited, revocable, non-exclusive, non-transferable, right to access and use the Site solely for your internal business purposes relating to your acquisition, purchase, or use of the Products we offer from time-to-time. We reserve all rights not otherwise expressly granted by this Agreement. If you do not comply with this Agreement, we reserve the right to revoke any license granted in this Agreement and limit your access to the Site. Any use of the Site that exceeds the rights expressly granted in this Agreement is strictly prohibited and constitutes a violation of this Agreement, which may result in the termination of your right to access and use the Site.

1.3. Modification. We may discontinue or alter any aspect of the Site, restrict the time the Site is available, and restrict the amount of use permitted at our sole discretion and without prior notice or liability to you. We may also install bug fixes, updates, patches, and other upgrades to the Site without prior notice or liability to you. Your only remedy is to discontinue using the Site if you do not want a modification we make to the Site.

1.4. Removal of Access. Your access to the Site is provided on a temporary basis with no guarantee for future availability. You agree that we may immediately suspend or terminate your access to the Site or any part thereof. Cause for such measures include, without limitation: (1) breach or violation of this Agreement or other incorporated agreements or guidelines; (2) discontinuance or material modification to the Site; (3) unexpected technical or security issues or problems; (4) extended periods of inactivity; or (5) your engagement in fraudulent or illegal activities. You further agree that such measures may be taken in our sole discretion and without liability to you or any third party.

1.5. Defects and Availability. We use commercially reasonable efforts to maintain the Site, but we are not responsible for any defects or failures associated with the Site, any part thereof, any Feedback you provide, or any damages (such as lost profits or any other consequential or indirect damages) that may result from any such defects or failures. The Site may be inaccessible or inoperable for any reason, including, without limitation: (1) equipment malfunctions; (2) periodic maintenance procedures or repairs which we may undertake from time to time; or (3) causes beyond our reasonable control or which we could not reasonably foresee. You understand that the Site is provided over the Internet, so the quality and availability of the Site may be

affected by factors outside of our control. The Site is not intended to be available 100% of the time and we do not make any representations, warranties, or guarantees regarding the reliability or availability of the Site. We do not represent, warrant, or guarantee that the Site will always be completely free of human or technological errors. We will not be liable to you or any third party for damages or losses related to the Site being unavailable.

1.6. Restrictions. You may not: (1) license, sublicense, sell, resell, transfer, assign, distribute, or otherwise commercially exploit or make available to any third party any portion of the Site in any way; (2) copy, modify, adapt, alter, translate, create derivative works, reverse engineer, decompile, disassemble, or otherwise attempt to learn the source code, structure, or ideas upon which the Site are based; (3) use the Site or CyberMetrics Content to develop a competing service or site; (4) use any device, software, or routine intended to damage or otherwise interfere with the proper functioning of the Site, servers, or networks connected to the Site or take any other action that interferes with any other person's use of the Site; (5) decrypt, transfer, create Internet links to the Site, or "frame" or "mirror" the Site on any other server or wireless or Internet-based device; (6) use or merge the Site or any component thereof with other software, databases, or services not provided or approved by us; (7) circumvent or attempt to circumvent any electronic protection measures in place to regulate or control access to the Site; (8) use the Site for unlawful purposes; (9) develop, distribute, or sell any software or other functionality capable of launching, being launched from, or otherwise integrated with the Site; (10) use any bot, spider, or other automatic or manual device or process for the purpose of harvesting or compiling information on the Site for any reason; (11) access or attempt to access any other user's account; (12) use any CyberMetrics Content made available through the Site in any manner that misappropriates any trade secret or infringes any copyright, trademark, patent, rights of publicity, or other proprietary right of any party; (13) introduce into the Site any virus, rogue program, Trojan horse, worm or other malicious or intentionally destructive code, software routines, or equipment components designed to permit unauthorized access to or disable, erase, or otherwise harm the Site, or perform any such actions; (14) introduce into the Site any back door, time bomb, drop dead device, or other software routine designed to disable a computer program automatically with the passage of time or under the positive control of an unauthorized person; (15) delete, modify, hack, or attempt to change or alter the Site, CyberMetrics Content, or notices on the Site; (16) connect to or access any CyberMetrics computer system or network other than the Site; or (17) impersonate any other person or entity to use or gain access to the Site. We reserve the right to investigate and prosecute violations of any of the above to the fullest extent of the law. We may involve and cooperate with law enforcement authorities in prosecuting users who violate this Agreement.

2. OUR PRODUCTS

2.1. Generally. By purchasing any Products available on our Site, you agree to be bound by the terms of this Agreement and additional Product-specific terms and conditions that we may disclose to you at the time of purchase. All Products are subject to availability and prices for Products are subject to change without notice, at any time. Prices for the Products may not include shipping costs. The Products are intended for internal business use only, and are not authorized for resale. In the event you purchase a Product that requires shipping and handling, CyberMetrics reserves the right to cancel or refuse any order for any reason at any time prior to shipment, including after an order has been submitted, whether or not the order has been confirmed. We may attempt to contact you if all or a portion of your order is cancelled, or if additional information is needed to complete and accept your order.

2.2. Payment. The details and costs of all CyberMetrics Products can be viewed online on our Site. By providing a credit or debit card or other payment method accepted by CyberMetrics for the Products, you are expressly agreeing that we, or our third party service providers acting on our behalf, are authorized to process your payment information, including payment card details and billing and shipping addresses, to help us fulfil your orders for Products. You represent and warrant to CyberMetrics that such payment information is true and that you are authorized to use the payment instrument. All payments must be made in U.S. Dollars. Payment for any Product is due in full at the time of sale. If any bank or other financial institution refuses to honor any payment of yours, we or our service provider may charge you a fee that is the lesser of (i) $20.00 ($15.00 for residents of West Virginia); or (ii) the maximum amount permitted under applicable law. We do not extend credit to customers and you acknowledge that any fee is not an interest charge, finance charge, or other such charge or payment of a similar nature and is reasonably related to the actual expense we incur due to unsatisfied payment and may be subject to legal limitations in your state. Please contact us at https://cybermetrics.com if you would like to receive more detailed account history or billing information, if you believe there are any billing errors, or if you have any other questions related to your account history or bill.

2.3. Taxes. You shall pay all taxes (including sales, use, excise, value added, goods and services, turnover taxes, business taxes, consumption taxes, gross receipts taxes, and any other taxes, charges, duties, fees, and levies of a similar nature) levied in

connection with your purchase of a Product. CyberMetrics will collect taxes from you only in jurisdictions where it is legally obligated to do so. You will provide CyberMetrics with any United States state tax exemptions in a timely manner. If CyberMetrics does not collect taxes for any reason, you remain responsible for remitting taxes when appropriate to the applicable taxing authority as the consumer of the Product. The parties will cooperate with each other in connection with any audit, inquiry, trial, or appeal regarding taxes in connection with the Agreement, including any tax determination or exemption documentation.

2.4. Order Fulfillment. CyberMetrics shall use commercially reasonable efforts to fulfill the Product order in the ordinary course of business. Each order must include applicable shipping information. The estimated arrival or delivery date is not a guaranteed delivery date for your order. Please review our CyberMetrics Shipping Policy in Section 2.5 below for more details about Product shipping and delivery. You are responsible for complying with all applicable laws and regulations of the country for which the Product is destined. Regardless of which party arranges for a commercial carrier to deliver a Product to you, title and risk of loss passes to you upon CyberMetrics' tender of the Product to the commercial carrier.

2.5. Shipping Policy. You can trust that your order will be quickly processed and safely delivered. We can ship products anywhere in the United States using the shipping method of your choice. When you place an order, we will estimate delivery dates based upon the availability of your selected item(s), shipping method and shipment destination. Our shipping charges are determined by the total dollar amount of your order, excluding applicable sales tax. Please submit a message to us from the Contact Us page if you would like to discuss international ordering options.

2.6. Returns, Refunds, Exchanges and Cancellations. Software and other products: CyberMetrics warrants that you may return any item for a full refund or exchange, for a period of 30 days from the date of receipt. The item must be unused, in the same condition in which you received it, in its original packaging and accompanied by your receipt or proof of purchase. This warranty is void if failure of the item has resulted from accident, abuse or misapplication. When returning software (whether on physical media or if requesting a refund for downloaded software), you must uninstall the software from your computer. You may be asked to confirm and sign a written acknowledgement that you have uninstalled and not made any copies of the software. Once the return is authorized, the serial number will be voided. In the case of a return of a software upgrade, the serial number will not be voided and instead be downgraded to your previous version. Upon receipt of the returned item (when applicable), CyberMetrics will inspect the item to verify it meets the criteria stated above. If approved, CyberMetrics will initiate the exchange or refund your credit card (or original method of payment). For issues regarding non-software items beyond the 30-day CyberMetrics return policy, please refer to the manufacturer's warranty. Services: If requesting a refund for services, you are responsible for payment for any work completed prior to cancellation. Regional Training: A cancellation fee of $250 will be charged for cancellation notices received less than 10 business days before the class. CyberMetrics must receive cancellation notification no later than the business day before the start of a class; attendees who do not appear for class without giving proper notice of cancellation will forfeit the full price of the training. Web Training: A fee of $50 will be charged for cancellation notices received less than 10 business days before the class. Rescheduling is based on availability. On-site Training: If the scheduled trainer has already made travel arrangements, customer will be responsible for those expenses.

2.7. Maintenance Agreements. Our Site may allow you to purchase a Product consisting of a maintenance and support agreement (each, a "**Plan**") appurtenant to your purchase or license of a separate CyberMetrics product or service, such as GAGEtrak or GAGEtrak Lite. If you purchase a Plan, you will have the option to pay for up to two (2) years of maintenance and support services, depending on the product or service to which the Plan is offered under. If you elect to purchase one of our Plans, CyberMetrics will provide the scope of maintenance and support services set forth in detail under the Plan. Each Plan is offered under, and is hereby incorporated into, the terms and conditions of this Agreement. If a term or condition of your Plan expressly conflicts with this Agreement, the term or condition in your Plan will govern for that term only.

3. CONTENT AND MATERIALS ON THE PRODUCTS AND/OR SITE

3.1. CyberMetrics Content. The Site may include or provide access to information, software, photos, videos, text, graphics, music, sounds, and other material or information provided by us or third parties (collectively, the "**CyberMetrics Content**") that are protected by copyrights, patents, trademarks, trade secrets, or other intellectual property laws. You understand and agree that these rights in any CyberMetrics Content are valid and protected in all forms, media, and technologies existing now or developed in the future. You may not obscure or remove any proprietary rights notices contained in or on the CyberMetrics Content.

3.2. User Content. The Site may allow you to upload, download, store, or transmit user-generated data or information (collectively, "**User Content**"). By submitting User Content to the Site, you grant CyberMetrics a nonexclusive, worldwide, right and license to use, copy, and display User Content solely to provide the Site and Products to you. YOU AGREE THAT YOU WILL EVALUATE AND BEAR ALL RISK RELATED TO THE USE OF, OR ANY ACTIVITIES ASSOCIATED WITH, USER CONTENT THAT YOU POST OR PROVIDE THROUGH THE SITE. THE RESULTS OF ANY ACTIONS YOU TAKE BASED ON USER CONTENT, CYBERMETRICS CONTENT, OR OTHER CONTENT YOU FIND ON THE SITE ARE SOLELY YOUR RESPONSIBILITY.

3.3. User Content Restrictions. You may not upload, post, or transmit any User Content that: (1) would violate or infringe the proprietary, privacy, publicity, or intellectual property rights of CyberMetrics or any third party; (2) is obscene, defamatory, threatening, harassing, abusive, libelous, hateful, or harmful to any other person or entity; (3) violates any applicable law, statute, ordinance, or regulation; or (4) puts in jeopardy the security of your account, CyberMetrics, or the Products and/or Site. We reserve the right, but have no obligation, to pre-screen, review, flag, filter, modify, refuse, and remove any and all User Content from Site. By providing User Content via the Products and/or Site, you further understand and agree that you do so at your own risk and that we are not responsible for the damage or loss of any such User Content. You agree that we are not liable for any legal violation caused by your use or misuse of CyberMetrics Content or other information transmitted, monitored, stored, or received while using the Site.

3.4. Feedback. We welcome your comments, feedback, information, or materials regarding the Products and/or Site (collectively, "**Feedback**"). Your Feedback will become our property upon your submission to us. By submitting your Feedback to us, you agree to assign, and hereby irrevocably assign to us, all right, title, and interest in and to the Feedback and all copyrights and other intellectual property rights embodied in such Feedback on a worldwide basis. We will be free to use, copy, distribute, publish and modify your Feedback on an unrestricted basis, without compensation to you. Moreover, you hereby assign or waive, as the case may be, any moral rights that you may have in or to the Feedback.

3.5. Links; Third Party Materials. The Products and/or Site may include links to other websites or resources on the Internet (collectively, "**Third Party Materials**"). Because we have no control over Third Party Materials, you acknowledge and agree that we are not responsible for the availability of such materials, and we do not endorse and are not responsible or liable for any content, advertising, products, or other materials on or available from such Third Party Materials or for any privacy or other practices of the third parties operating those websites or providing such materials. You further acknowledge and agree that we will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by, in connection with, resulting from your use of or reliance on any such Third Party Materials available on or through any such website or resource. We strongly encourage you to review any separate terms of use and privacy policies governing use of these third party websites and Third Party Materials.

3.6. Ownership of Intellectual Property. CyberMetrics or its licensors exclusively own all right, title and interest in and to the Products, the Site, the CyberMetrics Materials, the CyberMetrics Content, and Feedback, including but not limited to, all ideas, inventions, inferences, discoveries, source and object software code, developments, derivative works, enhancements, upgrades, fixes and patches, formats and processes, and all images, trademarks, service marks, logos and icons displayed or related therein or thereto (collectively, "**CyberMetrics IP**"). Except as expressly provided herein, you have no right, license, or authorization with respect to any of the CyberMetrics IP. You shall not assert any claims to the contrary or otherwise do anything inconsistent with the allocation of ownership herein, including, but not limited to, challenging the validity of the authorizations or any intellectual property rights granted herein. In the event you are ever deemed to be the owner of any of the CyberMetrics IP, you shall immediately take all necessary steps to evidence, transfer, perfect, vest, or confirm CyberMetrics' right, title and interest in the CyberMetrics IP. Any unauthorized use of any CyberMetrics IP, whether owned by us or other parties, may violate copyright laws, trademark laws, privacy and publicity laws and communications regulations and statutes.

4. ACCOUNTS

4.1. Registration. Access to the Site may require you to be registered with us via a CyberMetrics-generated registration form. This form will require you to provide certain requested information, including personal information. Upon successful completion of this form, you will be provided with an account and login information including a username and password to successfully complete the registration process. You are the only person authorized to access and use your account. For more information about our collection of personal data about you in connection with account registration on the Site, please review our Privacy Policy on https://cybermetrics.com.

4.2. Unauthorized Use and Information Changes. You must immediately notify us if your registration information changes or you learn of or have reason to suspect any unauthorized use of your account or any other breach of security. You are responsible for maintaining the confidentiality of your username and password and are fully responsible for all activities that occur under your username and password. You also agree that you will provide truthful and accurate information during the registration process. We may refuse to grant you a particular username for any reason, including, without limitation, if we have reason to believe that such username impersonates someone else, is protected by trademark or other proprietary rights, or is vulgar or otherwise offensive.

4.3. Storing Credentials. The Site may allow you to store your login credentials in your web browser so that you can be automatically logged in each time you access the Site. If someone else has access to your computer or web browser, the automatic login feature will allow that person to have access to your account. You are responsible for any damages to CyberMetrics or the Products and/or Site resulting from unauthorized access to the Site from your account and we will have no liability to you or any third party for damages or loss related to such unauthorized access or use.

5. REPRESENTATIONS

5.1. General Representations. You hereby represent and warrant that: (1) you (a) are over the age of 18; and (b) have the power and authority to enter into and perform your obligations under this Agreement for yourself or on behalf of your employer; (2) all information provided by you to us is truthful, accurate and complete; (3) you will comply with the terms and conditions of this Agreement and any other agreement to which you are subject that is related to your use of the Products and/or Site, your Feedback, or any part thereof; (4) if applicable, you have provided and will maintain accurate and complete information with us, including, without limitation, your legal name, email address, and any other information we may reasonably require; (5) your access to and use of the Products and/or Site or any part thereof will not constitute a breach or violation of any other agreement, contract, terms of use or any law or regulation to which you are subject; (6) you will immediately notify us in the event that you learn or suspect that the contact information you provided to us has been disclosed or otherwise made known to any other person; (7) you will not use the Products and/or Site in order to gain competitive intelligence about us, the Products and/or Site, or any product or service offered via the Products and/or Site or to otherwise compete with us; and (8) your User Content does not violate the rights of any third party, including, without limitation, the intellectual property, privacy or publicity rights of any third party.

5.2. Systems Representations. You represent that you shall, at all times during the term, procure, set up, maintain, and operate in good repair, at your sole cost and expense, all equipment, resources, technology, or systems, including computer hardware and equipment, any Internet access, third party software, and telecommunications services, necessary for you to access and use the Site (collectively, the "**Customer Systems**"). You further represent that in connection with your Customer Systems, you shall employ all physical, administrative, and technical controls, screening and security procedures, and other safeguards necessary to securely administer the distribution and use of the Site, and protect against any unauthorized access to or use of the Site.

5.3. Feedback Representations. In the event you provide any Feedback via the Products and/or Site, you hereby make the following additional representations and warranties to us: (1) you are owner of such Feedback or otherwise have the right to grant us the licenses or assignments granted pursuant to this Agreement; (2) you have secured any and all consents necessary to provide the Feedback and to grant the foregoing licenses or assignments; (3) the Feedback does not violate the rights of any third party, including, without limitation, the intellectual property, privacy or publicity rights of any third party, and such Feedback does not contain any personally identifiable information about third parties in violation of such parties' rights; (4) the use of any Feedback will not result in harm or personal injury to any third party; and (5) all factual information contained in the Feedback is true and accurate.

6. DISCLAIMERS OF WARRANTY

6.1. Disclaimer. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PRODUCTS AND/OR SITE ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE, AND NON-INFRINGEMENT.

6.2. No Warranty. WITHOUT LIMITATION, WE MAKE NO WARRANTY THAT THE SITE WILL MEET YOUR REQUIREMENTS, THAT USE OF THE FOREGOING WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, THAT THE RESULTS OBTAINED FROM THE USE OF THE FOREGOING OR ANY INFORMATION OR CONTENT FOUND ON THE SITE WILL BE ACCURATE OR RELIABLE, THAT DEFECTS IN

THE OPERATION OR FUNCTIONALITY OF THE SITE WILL BE CORRECTED, THAT THE SITE AND ANY CONTENT OR INFORMATION FOUND ON SITE WILL BE VIRUS-FREE, OR THAT THE QUALITY OF ANY INFORMATION, CONTENT, OR OTHER MATERIALS OBTAINED THROUGH THE SITE WILL MEET YOUR EXPECTATIONS.

6.3. Your Risk. ANY CONTENT OR OTHER MATERIALS DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF SITE IS DONE AT YOUR SOLE RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. FURTHER, PLEASE NOTE THAT NO ADVICE OR INFORMATION, OBTAINED BY YOU THROUGH THE SITE WILL CREATE ANY WARRANTY NOT EXPRESSLY PROVIDED FOR IN THIS AGREEMENT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

7. INDEMNITY; LIMITATION OF LIABILITY

7.1. Indemnity. You agree to defend, indemnify, and hold harmless CyberMetrics, our officers, members, managers, employees, and agents from and against any and all claims, liabilities, damages, losses, demands, or expenses, including attorney's fees and costs and expenses, arising out of or in any way connected with: (a) your use of our Products and/or Site, (b) your violation of this Agreement, (c) any User Content you provide through our Site, (d) your violation of any law or the rights of any third party, and (e) your negligence or willful misconduct.

7.2. Limitation of Liability. UNDER NO CIRCUMSTANCES SHALL CYBERMETRICS BE LIABLE FOR ANY DIRECT OR INDIRECT LOSSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE OUR PRODUCTS AND/OR SITE. IF YOU ARE DISSATISFIED WITH OUR PRODUCTS AND/OR SITE, OR WITH THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING OUR PRODUCTS AND/OR SITE. IN ANY EVENT, THE TOTAL MAXIMUM AGGREGATE LIABILITY UNDER THIS AGREEMENT FOR THE USE OF ANY OR ALL PARTS OF OUR PRODUCTS AND/OR SITE IN ANY MANNER WHATSOEVER SHALL BE LIMITED TO ONE HUNDRED DOLLARS ($100.00).

8. MISCELLANEOUS

8.1. Governing Law. This Agreement will be governed by and construed, interpreted, and enforced in accordance with the laws of the State of Arizona without reference to its conflicts or choice of law principles. Any court proceeding will take place in Phoenix, Arizona, and you hereby consent to the exclusive jurisdiction and venue of the state or federal courts in Maricopa County, Arizona. You irrevocably submit and consent to the personal jurisdiction of such courts.

8.2. Term. This Agreement is effective upon your acceptance and will continue in full force until terminated in accordance with this Agreement. You may terminate this Agreement at any time by immediately discontinuing all access to Site. Termination or cancellation of this Agreement will not affect any right or relief to which we may be entitled at law or in equity. We reserve the right to terminate this Agreement at any time and for any reason without prior notice to you. Further, you agree that we will not be liable to you or any third-party for any termination or suspension of your access to the Site or any part thereof. The provisions of this Agreement that by their content are intended to survive the expiration or termination of this Agreement, including, without limitation, provisions governing ownership and use of intellectual property, representations, disclaimers, warranties, liability, indemnification, governing law, jurisdiction, venue, remedies, and rights after termination, will survive the expiration or termination of this Agreement for their full statutory period.

8.3. Independent Contractors. You understand and expressly agree that you and CyberMetrics are independent contractors and not agents or employees of the other party. Neither you nor CyberMetrics has any right, power, or authority to act or create any obligation, express or implied, on behalf of the other party.

8.4. Consent to Do Business Electronically. We use and rely upon electronic records and electronic signatures for the execution and delivery of this Agreement and any other agreements, undertakings, notices, disclosures or other documents, communications or information of any type sent or received in accordance with this Agreement and in performing our obligations and exercising our rights under this Agreement. Neither you nor CyberMetrics will prevent or inhibit in any way the other party from printing, saving, or otherwise storing electronic records sent or otherwise made available to the other party. You agree not to contest the authorization for, or validity or enforceability of, electronic records and electronic signatures, or the admissibility of copies thereof, under any applicable law relating to whether certain agreements, files, or electronic records are to be in writing or signed by you to be bound thereby. You will bear your own costs and expenses in conducting business electronically, and will undertake all steps necessary, including software, hardware, and other equipment upgrades and purchases, in order to be able to conduct business electronically.

8.5. Privacy. We collect, store, and use data collected from you in accordance with our Privacy Policy at https://cybermetrics.com.

8.6. Entire Agreement. This Agreement and any hyperlinked policies and procedures constitute the entire agreement between you and CyberMetrics with respect to the subject matter hereof and supersede all prior agreements, both oral and written, with respect to the subject matter hereof. We may revise and update this Agreement from time to time, and will post the updated Agreement to the Site. UNLESS OTHERWISE STATED IN THE AMENDED VERSION OF THIS AGREEMENT, ANY CHANGES TO THIS AGREEMENT WILL APPLY IMMEDIATELY UPON POSTING. Although we are not obligated to provide you with notice of any changes, any changes to this Agreement will not apply retroactively to events that occurred prior to such changes. Your continued use of the Site will constitute your agreement to any new provisions within the revised Agreement.

8.7. Waiver; Severability. Our failure to enforce any provision of this Agreement will not be deemed to be a waiver of our right to enforce them. If any term or provision of this Agreement will be held to be invalid, illegal, or unenforceable, the remaining terms and provisions of this Agreement will remain in full force and effect, and such invalid, illegal, or unenforceable term or provision will be deemed not to be part of this Agreement.

8.8. Assignment. You may not assign, transfer, or sell (voluntarily or by operation of law) your rights or obligations under this Agreement, nor delegate your duties hereunder to any other person, without our prior written consent. Any purported assignment without our consent will be void and will constitute a breach of this Agreement. We may assign this Agreement or delegate or subcontract our obligations under this Agreement at any time.

8.9. Contact Us. Please contact us at https://cybermetrics.com with questions.