



## Terms of Service

Sinitic Inc.

Last Updated: 13 March 2019

### Definitions

Unless the context clearly requires otherwise, the following terms have the following meanings, and all other capitalized terms have the meaning ascribed elsewhere in this Agreement:

1. **“Company”** refers to Sinitic Inc. of 151 Charles Street West, Kitchener, Ontario, N2G 1H6 and its subsidiaries.
2. **“Terms of Service”** govern User access to and use of the Application offered by Sinitic Inc.
3. **“Application”** refers to the Sinitic platform and the SiniticNLP™ natural language processing engine and any other applications, plans, features, software, maintenance, and customer service offered by Sinitic Inc.
4. **“User”** refers to a person or entity that has been granted access to the Application and who has agreed to be bound by these Terms of Service.
5. **“User Content”** refers to content that has been contributed by users of the application, including personal information.
6. **“Application Content”** refers to the copyrighted material, trademarks, and other proprietary information of the Company.
7. **“Authorized Third Parties”** refers to those who have agreed to Confidentiality Agreements and have been granted access by Sinitic Inc. to proprietary information.

### General

**Terms of service.** These Terms of Service (“Terms of Service”, “Terms”) govern User access to and use of Sinitic Applications including the Sinitic platform and SiniticNLP™ natural language processing engine and any other applications, plans, features, software, maintenance, customer service, and training offered by Sinitic from time to time (collectively the “Application”) identified in one or more Sinitic sales order documents, including but not limited to budget proposals, invoices, statements of work, work contracts, or online e-commerce transactions [“Sales Order(s)”] or made available by Sinitic from time to time.

**Acceptance.** By using or visiting the Application, the User accepts and agrees to be bound by the following:

1. these Terms of Service,
2. all Sales Orders, which are incorporated herein by reference, and
3. our Privacy Policy

Collectively referred to as the “Agreement”. This Agreement constitutes a binding agreement between the user (the “User”, “You”, “Your”) and Sinitic Inc. (the “Company”, “We”, “Us”, “Our”). This Agreement represents the parties’ entire understanding regarding the Application and shall govern over any prior oral or written agreement or discussions or different or additional terms or conditions of any purchase order, invoice or other non-Sinitic ordering document.

**Eligibility.** User eligibility is determined at the sole discretion of the Company, subject to any laws of the region in which the User wishes to access the application.

### **Use of the Services**

**Resale and commercial use.** The User is fully permitted to use the Application in commerce as a means to resell or build goods and services which are used or offered commercially, with the exception of cases in which a product is materially similar or designed to compete directly with the Application offered by the Company.

### **Reservation of Rights**

**Right to increase prices.** The User understands that the Company, in its sole discretion, at any time, for any reason or no reason whatsoever, can change the Application’s price.

**Right to terminate or deny service.** The User understands that the Company, in its sole discretion, at any time, for any reason or no reason whatsoever, can deny or block any user from the Application and terminate any user’s account.

**Rights to disclose.** The User acknowledges and agrees that the Company has the right to disclose information provided by the User if required to do so by law at the request of a third party, or if in its sole discretion the Company, believes that disclosure is reasonable to

1. comply with the law, request or orders from law enforcement, or any legal process (whether or not such disclosure is required by applicable law);
2. protect or defend our, or a third party’s, rights or property; or
3. protect someone’s health or safety, such as when harm or violence against any person is threatened.

**Right to review content; No duty to monitor.** The User acknowledges and agrees that the Company has no duty whatsoever to pre-screen, control, monitor or edit the content posted by users and are not liable for content that is provided by other users or advertisers. However, the Company may, but is not required to, review, edit and delete any content that in its sole judgment and discretion:

1. violate these Terms;
2. may be offensive, disturbing, unsafe, or illegal; or
3. may violate any rights of other Users or third parties.

**Right to change services.** The User acknowledges and agrees that the Company may from time to time modify, change, suspend or discontinue, temporarily or permanently, in whole or in part, any aspect or feature of the Application without notice, including changes to usage and to access procedures. The User acknowledges and agrees that the Company shall not be liable for any such modification, change, suspension or discontinuance.

**Right to conduct research; Informed consent.** By accessing the Application, the User agrees to allow the Company to anonymously collect and use information from the User and the User's experience with the Application to conduct research about the Application and to improve the products and user experience therein. This information may also be used for marketing and training purposes. All such information collection and use will be in accordance with the Company's Privacy Policy.

### **Proprietary Rights; Use License**

**Ownership.** The Company retains all proprietary rights in the Application. The Application may contain the copyrighted material, trademarks, and other proprietary information of the Company (the "Application Content"). Except for Application Content that is in the public domain or for which permission has been provided, Users may not copy, modify, publish, transmit, distribute, perform, display, or sell any Application Content.

**Use license.** Subject to these Terms, the Company grants to the User a limited, revocable, non-exclusive, fully paid license to access the Application Content, for the sole and limited purpose of facilitating your use of the Application.

**User content.** Throughout the Application, it is possible to encounter content supplied by other Users of the Application. If the User uses the Application, the User is giving the Company permission to distribute and duplicate the contents contained within the structure of the User's conversational agent. The User represents, warrants and agrees that they will not contribute any User Content that:

1. infringes, violates or otherwise interferes with any copyright or trademark of another party;

2. reveals any trade secret, unless the User owns the trade secret or has the owner's permission to disclose it;
3. infringes any intellectual property right of another or the privacy or publicity rights of another;
4. is libelous, defamatory, obscene, pornographic, abusive, indecent, threatening, harassing, hateful, offensive or otherwise violates any law or right of any third party;
5. may contain a virus, trojan horse, worm, time bomb or other computer programming routine or engine that is intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information

## **Disclaimers**

**Fiduciary duty.** The Company has no special relationship with or fiduciary duty to the User. The User acknowledges that the Company has no control over, and no duty to take any action regarding:

1. which Application Content the User accesses via the Application;
2. what effects the Application Content may have on users;
3. how the User or others may interpret or use the Application Content; and/ or
4. what actions users may take as a result of having been exposed to the Application Content.

**Inaccuracies.** The Company is not responsible for any incorrect or inaccurate content posted through the Application, whether caused by users or by any of the equipment or programming associated with or utilized in the Application.

**Loss, damage, personal injury, or death.** Under no circumstances will the Company or any of its affiliates, advertisers, promoters or distribution partners be responsible for any loss or damage, including personal injury or death, resulting from use of the Application, any content posted on the Application or transmitted to users, or any interactions between users, whether online or offline.

**Disclaimer.** *SINITIC INC. PROVIDES THE APPLICATION "AS IS, AS AVAILABLE," WITHOUT ANY WARRANTY OR CONDITION OF ANY KIND (EXPRESS, IMPLIED OR STATUTORY) AND USER ACCESS OF THE APPLICATION IS AT YOUR OWN RISK. WE DO NOT WARRANT THAT THE APPLICATION WILL MEET YOUR REQUIREMENTS OR RESULT IN ANY PARTICULAR OUTCOME, OR THAT THE OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE. TO THE FULLEST EXTENT ALLOWED BY LAW, WE SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.*

*IN NO EVENT SHALL WE, NOR OUR DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT,*

*TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE APPLICATION*

- 1. FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, COMPENSATORY OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, SUBSTITUTE GOODS OR SERVICES (HOWEVER ARISING),*
- 2. FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGIN), OR*
- 3. FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) OF ONE HUNDRED U.S. DOLLARS (\$100.00).*

**Third party links.** The User may be provided links to other websites or resources through the Application. Because the Company has no control over such sites and resources, the User acknowledges and agrees that the Company is not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources. The User further acknowledges and agrees that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of, or reliance upon, any such content, goods or services available on or through any such site or resource.

**Jurisdiction.** If there is any dispute arising out of the Application, by using the Application the User expressly agrees that any such dispute shall be governed by the laws of the Province of Ontario, without regard to its conflict of law provisions, and the User expressly agrees and consents to the exclusive jurisdiction and venue of the courts of the Province of Ontario.

**Indemnity by the User.** the User agrees to indemnify and hold the Company, its subsidiaries, affiliates, officers, agents, and other partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorney's fees, made by any third party due to or arising out of the User's use of the Application in violation of these Terms and/or arising from a breach of these Terms and/or any breach of the User's representations and warranties set forth above.

### **Miscellaneous**

**Entire agreement.** These Terms contain the entire agreement between the User and the Company regarding the use of the Application.

**Severability.** If any provision of these Terms is held to be invalid, illegal or unenforceable in any respect, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms shall otherwise remain in full force and effect and enforceable.

**Survival.** Even after User access to the Application is terminated, or use of the Application discontinues, these Terms will remain in effect. All terms that by their nature may survive termination of these Terms shall be deemed to survive such termination.

**Waiver.** the Company's failure to enforce any part of these Terms shall not constitute a waiver of the Company's right to later enforce that or any other part of these Terms. Waiver of compliance in any particular instance does not mean that the Company will do so in the future. In order for any waiver of compliance with these Terms to be binding, the Company must provide the User with written notice of such waiver, provided by one of the Company's authorized representatives.

**Headings.** The section and paragraph headings in these Terms are for convenience only and shall not affect the interpretation of these Terms.

**No third party beneficiaries.** The User agrees that, except as otherwise expressly provided in these Terms there shall be no third party beneficiaries.

**Relationship of the Parties.** The User and the Company are independent contractors, and no agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by these Terms.

**Contact.** Please contact Sinitic Inc. at [brittany@sinitic.ai](mailto:brittany@sinitic.ai) with any questions regarding these Terms.