



Website Terms of Usage and Service Agreement

The use of this website (www.vyletware.com) and services sold on this website provided by Kyu Systems LLC (Kyu) are subject to the following Terms & Conditions ("Agreement") and all parts and sub-parts of which are specifically incorporated by reference here. This Agreement shall govern the use of all pages on this website ("Website") and any services provided by or on this Website ("Services") by and to the visitor ("You").

ASSENT & ACCEPTANCE

By using the Website and Services, You warrant that You have read and reviewed this Agreement and that You agree to be bound by it. If You do not agree to be bound by this Agreement, please leave the Website immediately and refrain from purchasing any services from this Website. Kyu only agrees to provide use of this Website and Services to You if You assent to this Agreement.

AGE RESTRICTION

You must be at least 18 years of age, have consent from a legal guardian, or be accompanied by a legal guardian to use this Website, or any Services contained herein. By using this Website, You represent and warrant that one or all of the above conditions are true and may legally agree to this Agreement. Kyu assumes no responsibility or liability for any misrepresentation of Your age or legal consent.

LICENSE TO USE WEBSITE AND SERVICES

Kyu may provide You with certain information because of Your use of the Website or Services. Such information may include, but is not limited to, documentation, data, applications, or information developed by Kyu, and other materials which may assist in Your use of the Website or Services ("Company Materials"). Subject to this Agreement, Kyu grants You a non-exclusive, limited, non-transferable and revocable license to use Kyu materials solely in connection with your use of the Website and Services. Kyu's materials may not be used for any other purpose, and this license terminates upon your cessation of use of the Website or Services or at the termination of this Agreement.

INTELLECTUAL PROPERTY

You agree that the Website and all Services provided by Kyu are the property of Kyu, including all copyrights, trademarks, trade secrets, patents, and other intellectual property ("Intellectual Properties"). You agree that Kyu owns all rights, titles, and interests in and to Intellectual Properties and that You will not use Intellectual Properties for any unlawful or infringing purpose. You agree not to reproduce or distribute Intellectual Properties in any way, including electronically or via registration of any new trademarks, trade names, service marks or Uniform Resource Locators (URLs), without express written permission from Kyu.

In order to make the Website and Services available to You, You hereby grant Kyu a royalty-free, non-exclusive, worldwide license to copy, display, use, broadcast, transmit and make derivative works of any content You publish, upload, or otherwise make available to the Website ("Your Content"). Kyu claims no further proprietary rights in Your Content.

If You feel that any of Your intellectual property rights have been infringed or otherwise violated by the posting of information or media by another of Kyu's users, please contact Kyu and inform us.

USER OBLIGATIONS

As a user of the Website or Services, You may be asked to register with Kyu. When You do so, You will choose a user identifier, which may be Your email address or another term, as well as a password. You may also provide personal information, including, but not limited to, Your name. You are responsible for ensuring the accuracy of this information. This identifying information will enable You to use the Website and Services. You must not share such identifying information with any third party, and if You discover that Your identifying information has been compromised, You agree to notify Kyu immediately in writing. Email notification will suffice. You are responsible for maintaining the safety and security of Your identifying information as well as keeping Kyu apprised of any changes to Your identifying information. Providing false or inaccurate information or using the Website or Services to further fraudulent or unlawful activity is grounds for immediate termination of this Agreement.

ACCEPTABLE USE

You agree not to use the Website or Services for any unlawful purpose, or any purpose prohibited under this clause. You agree not to use the Website or Services in any way that could damage the Website, Services, or general business of Kyu.

- a. You further agree not to use the Website or Services:
- b. To harass, abuse, or threaten others or otherwise violate any person's legal rights.
- c. To violate any intellectual property rights of Kyu or any third party.
- d. To upload or otherwise disseminate any computer viruses or other software that may damage the property of another.
- e. To perpetrate any fraud.
- f. To engage in or create any unlawful gambling, sweepstakes, or pyramid scheme.
- g. To publish or distribute any obscene or defamatory material.
- h. To publish or distribute any material that incites violence, hate, or discrimination towards any group.
- i. To unlawfully gather information about others.

AFFILIATE MARKETING & ADVERTISING

Kyu, through the Website and Services, may engage in affiliate marketing whereby Kyu receives a commission on or percentage of the sale of goods or services on or through the Website. Kyu may also accept advertising and sponsorships from commercial businesses or receive other forms of advertising compensation. This disclosure is intended to comply with the US Federal Trade Commission Rules on marketing and advertising, as well as any other legal requirements which may apply.

PRIVACY INFORMATION

Through Your use of the Website and Services, You may provide Kyu with certain information. By using the Website or the Services, You authorize Kyu to use Your information in the United States and any other country where Kyu may operate.

Information Collection

When You register for an account, You provide Kyu with a valid email address and may provide Kyu with additional information, such as Your name or billing information. Depending on how You use Kyu's Website or Services, Kyu may also receive information from external applications that You use to access Kyu Website, or Kyu may receive information through various web technologies, such as cookies, log files, clear gifs, web beacons or others.

Information Usage

Kyu uses the information gathered from You to ensure Your continued good experience on our Website, including through email communication. Kyu may also track certain aspects of the passive information received to improve Kyu's marketing and analytics, and for this, Kyu may work with third-party providers.

Information Protection

If You would like to disable access to any passive information Kyu receives from the use of various technologies, You may choose to disable cookies in Your web browser. Please be aware that Kyu will still receive information about You that You have provided, such as Your email address. If You choose to terminate Your account, Kyu will store information about You for the following 365 days. After that time, it will be deleted.

ASSUMPTION OF RISK

The Website and Services are provided for communication purposes only. You acknowledge and agree that any information posted on our Website is not intended to be legal advice, medical advice, or financial advice, and no fiduciary relationship has been created between You and Kyu. You further agree that Your purchase of any of the products on the Website is at Your own risk. Kyu does not assume responsibility or liability for any advice or other information given on the Website.

SALES

Kyu may sell goods or services or allow third parties to sell goods or services on the Website. Kyu undertakes to be as accurate as possible with all information regarding the goods and services, including product descriptions and images. However, Kyu does not guarantee the accuracy or reliability of any product information, and You acknowledge and agree that You purchase such products at Your own risk. For goods or services sold by others, Kyu assumes no liability for any product and cannot make any warranties about the merchantability, fitness, quality, safety, or legality of these products. For any claim You may have against the manufacturer or seller of the product, You agree to pursue that claim directly with the manufacturer or seller and not with Kyu. You hereby release Kyu from any claims related to goods or services manufactured or sold by third parties, including all warranty or product liability claims.

DATA LOSS

Kyu does not accept responsibility for the security of Your account or content. You agree that Your use of the Website or Services is at Your own risk.

INDEMNIFICATION

You agree to defend and indemnify Kyu and any of its affiliates (if applicable) and hold Kyu harmless against all legal claims and demands, including reasonable attorney's fees, which may arise from or relate to Your use or misuse of the Website or Services, Your breach of this Agreement, or Your conduct or actions. You agree that Kyu shall be able to select its own legal counsel and may participate in its own defense, if Kyu wishes.

SPAM POLICY

You are strictly prohibited from using the Website or any of Kyu's Services for illegal spam activities, including gathering email addresses and personal information from others or sending any mass commercial emails.

THIRD-PARTY LINKS & CONTENT

Kyu may occasionally post links to third party websites or other services. You agree that Kyu is not responsible or liable for any loss or damage caused by Your use of any third-party services linked to from our Website.

MODIFICATION & VARIATION

Kyu may, from time to time and at any time without notice to You, modify this Agreement. You agree that Kyu has the right to modify this Agreement or revise anything contained herein. You further agree that all modifications to this Agreement are in full force and effect immediately upon posting on the Website and that modifications or variations will replace any prior version of this Agreement unless prior versions are specifically referred to or incorporated into the latest modification or variation of this Agreement.

To the extent any part or sub-part of this Agreement is held ineffective or invalid by any court of law, You agree that the prior, effective version of this Agreement shall be considered enforceable and valid to the fullest extent.

You agree to routinely monitor this Agreement and refer to the Effective Date posted at the top of this Agreement to note modifications or variations. You further agree to clear Your cache when doing so to avoid accessing a prior version of this Agreement. You agree that Your continued use of the Website after any modifications to this Agreement is a manifestation of Your continued assent to this Agreement.

In the event that You fail to monitor any modifications to or variations of this Agreement, You agree that such failure shall be considered an affirmative waiver of Your right to review the modified Agreement.

ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties with respect to all use of this Website. This Agreement supersedes and replaces all prior or contemporaneous agreements or understandings, written or oral, regarding the use of this Website.

SERVICE INTERRUPTIONS

Kyu may need to interrupt Your access to the Website to perform maintenance or emergency services on a scheduled or unscheduled basis. You agree that Your access to the Website may be affected by unanticipated or unscheduled downtime, for any reason, but that Kyu shall have no liability for any damage or loss caused because of such downtime.

TERM, TERMINATION & SUSPENSION

Kyu may terminate this Agreement with You at any time for any reason, with or without cause. Kyu specifically reserves the right to terminate this Agreement if You violate any of the terms outlined herein, including, but not limited to, violating the intellectual property rights of Kyu or a third party, failing to comply with applicable laws or other legal obligations, and/or publishing or distributing illegal material. If You have registered for an account with Kyu, You may also terminate this Agreement at any time by contacting Kyu and requesting termination. At the termination of this Agreement, any provisions that would be expected to survive termination by their nature shall remain in full force and effect.

NO WARRANTIES

You agree that Your use of the Website and Services is at Your sole and exclusive risk and that any Services provided by Kyu are on an "As Is" basis. Kyu hereby expressly disclaims all express or implied warranties of any kind, including, but not limited to the implied warranty of fitness for a particular purpose and the implied warranty of merchantability. Kyu makes no warranties that the Website or Services will meet Your needs or that the Website or Services will be uninterrupted, error-free, or secure. Kyu also makes no warranties as to the reliability or accuracy of any information on the Website or obtained through the Services. You agree that any damage that may occur to You, through Your computer system, or because of loss of Your data from Your use of the Website or Services is Your sole responsibility and that Kyu is not liable for any such damage or loss.

LIMITATION ON LIABILITY

Kyu is not liable for any damages that may occur to You as a result of Your use of the Website or Services, to the fullest extent permitted by law. The maximum liability of Kyu arising from or relating to this Agreement is limited to the greater of one hundred (\$100) US Dollars or the amount You paid to Kyu in the last six (6) months. This section applies to all claims by You, including, but not limited to, lost profits or revenues, consequential or punitive damages, negligence, strict liability, fraud, or torts of any kind.

GENERAL PROVISIONS

Language

All communications made or notices given pursuant to this Agreement shall be in the English language.

Jurisdiction, Venue & Choice of Law

Through Your use of the Website or Services, You agree that the laws of the State of Alabama shall govern any matter or dispute relating to or arising out of this Agreement, as well as any dispute of any kind that may arise between You and Kyu, with the exception of its conflict of law provisions. In case any litigation specifically permitted under this Agreement is initiated, the Parties agree to submit to the personal jurisdiction of the state and federal courts of Cook County, Illinois. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature. You hereby waive the right to any objection of venue, including assertion of the doctrine of forum non conveniens or similar doctrine.

Arbitration

In case of a dispute between the Parties relating to or arising out of this Agreement, the Parties shall first attempt to resolve the dispute personally and in good faith. If these personal resolution attempts fail, the Parties shall then submit the dispute to binding arbitration. The arbitration shall be conducted in Cook County, Illinois. The arbitration shall be conducted by a single arbitrator, and such arbitrator shall have no authority to add Parties, vary the provisions of this Agreement, award punitive damages, or certify a class. The arbitrator shall be bound by applicable and governing Federal law as well as the law of Illinois. Each Party shall pay their own costs and fees. Claims necessitating arbitration under this section include, but are not limited to: contract claims, tort claims, claims based on Federal and state law, and claims based on local laws, ordinances, statutes or regulations. *Intellectual property claims by Kyu will not be subject to arbitration and may, as an exception to this sub-part, be litigated.* The Parties, in agreement with this sub-part of this Agreement, waive any rights they may have to a jury trial regarding arbitral claims.

Assignment

This Agreement, or the rights granted hereunder, may not be assigned, sold, leased, or otherwise transferred in whole or part by You. Should this Agreement, or the rights granted hereunder, be assigned, sold, leased or otherwise transferred by Kyu, the rights and liabilities of Kyu will bind and inure to any assignees, administrators, successors, and executors.

Severability

If any part or sub-part of this Agreement is held invalid or unenforceable by a court of law or competent arbitrator, the remaining parts and sub-parts will be enforced to the maximum extent possible. In such condition, the remainder of this Agreement shall continue in full force.

No Waiver

In the event that Kyu fail to enforce any provision of this Agreement, this shall not constitute a waiver of any future enforcement of that provision or of any other provision. Waiver of any part or sub-part of this Agreement will not constitute a waiver of any other part or sub-part.

Headings For Convenience Only

Headings of parts and sub-parts under this Agreement are for convenience and organization only. Headings shall not affect the meaning of any provisions of this Agreement.

No Agency, Partnership, or Joint Venture

No agency, partnership, or joint venture has been created between the Parties because of this Agreement. No Party has any authority to bind the other to third parties.

Force Majeure

Kyu is not liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.

Electronic Communications Permitted

Electronic communications are permitted to both Parties under this Agreement, including email or fax. For any questions or concerns, please email Kyu at support@kyusystems.com.