

Web Site Terms of Use

Revised as of April 17, 2017

THE WEBSITE SUNES.IS (THE “SITE”) AND RELATED PLATFORMS, PRODUCTS, AND SERVICES AVAILABLE ON OR FROM THE SITE (THE “SERVICES”) ARE OWNED AND OPERATED BY SUNES.IS, INC. (TOGETHER WITH ITS AFFILIATES, SUCCESSORS, AND ASSIGNS HEREINAFTER REFERRED TO AS “OUR”, “WE,” OR “US”).

BY ACCESSING AND USING THE SITE AND/OR THE SERVICES, YOU ACKNOWLEDGE AND AGREE TO BE BOUND BY THESE Web Site Terms of Use (THE “TERMS AND CONDITIONS”). THESE TERMS AND CONDITIONS ARE A LEGALLY BINDING AGREEMENT. IF YOU USE THE SITE AND/OR THE SERVICES ACTING AS THE AGENT FOR A COMPANY, OR ENTITY, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND SUCH COMPANY OR ENTITY AND YOU GUARANTEE COMPLIANCE BY SUCH COMPANY OR ENTITY WITH THESE TERMS AND CONDITIONS.

WE RESERVE THE SOLE RIGHT AT ANY TIME TO MODIFY, DISCONTINUE, OR TERMINATE ANY SERVICE OR THE SITE, OR CHANGE, ADD, OR DELETE PORTIONS OF THESE TERMS AND CONDITIONS WITHOUT NOTICE. WE WILL POST CHANGES TO THESE TERMS AND CONDITIONS, IF ANY, TO THE SITE. IT IS YOUR RESPONSIBILITY TO CHECK THE SITE PERIODICALLY FOR CHANGES. YOUR CONTINUED USE OF THE SITE AND SERVICES AFTER ANY CHANGES CONSTITUTES YOUR ACCEPTANCE OF THE REVISED TERMS AND CONDITIONS.

IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT USE THE SITE OR SERVICES.

1. **REGISTRATION.** You represent that all information you provide during the registration process and at any time thereafter (“Registration Information”) will be true, accurate, complete, and current and that you will promptly update your Registration Information, as necessary such that it is, at all times, true, accurate, complete, and current. We may use all Registration Information, subject to our compliance with our Privacy Policy that can be found at: [insert link]. The Terms and Conditions incorporate the terms and conditions set forth in the Privacy Policy. By accessing the Site and using the Services, you are consenting to have your personal data used by us as set forth in the Privacy Policy. You alone are responsible for maintaining the security of your Registration Information and for all uses of the Site and Services in the name of your account. You are responsible for maintaining access to the email address associated with your account.

2. **AGE RESTRICTIONS.** You hereby represent and warrant that you are 18 years of age or older. The Site and Services are not intended for, or offered to, users under the age of 18.

3. **USE OF SITE CONTENT.** All content on the Site and Services that is not User Content (as defined in Section 4 below) (the “Site Content”), is the proprietary property of us or our licensors. Subject to the terms of the Terms and Conditions, no Site Content or User Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without the prior written permission of us or the owner of such content. Except as otherwise set forth in these Terms and Conditions, any unauthorized use of the Site Content or User Content is strictly prohibited. All trademarks, logos, trade dress and service marks on the Site are trademarks or registered trademarks of us or our licensors and may not be copied,

imitated, or used, in whole or in part, without the prior written permission of us or the owner of such content.

4. **PUBLISHING OF CONTENT.** You hereby acknowledge and agree that you are solely responsible for all materials that you approve for publishing, display, and distribution by us in connection with the Services, or that you post, publish or distribute in connection with the Services, including without limitation, deal terms, names of persons and entities, and descriptions of transactions (including all information and trademarks contained in such materials), information, data, text, software, links, photographs, pictures, graphics, video, messages, files and any other materials ("User Content"). You represent, warrant and agree that no User Content that you approve for publishing, display, and distribution by us, or submitted by you or through your account, will:

- a) violate or infringe upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary rights;
- b) contain libelous or defamatory material; or
- c) violate or encourage violation of any applicable, laws, regulations, rules, professional codes, codes of ethics, administrative laws, codes of conduct or standards (including, without limitation, rules, standards or codes of conduct for non-governmental or quasi-governmental associations).

You represent and warrant that you have all legal rights necessary to publish and distribute (or necessary to have us publish and distribute) any User Content or that you own such User Content. You hereby acknowledge and agree that we shall, at all times, possess the right to refuse to include and/or to cause the removal of any or all of your User Content for any reason and at our sole discretion. You hereby acknowledge and agree that we may, at our sole discretion, disclose your User Content in order to: (i) comply with law enforcement authorities, court orders, or the legal process; (ii) protect the rights and safety of individuals; and/or (iii) settle disputes over intellectual property ownership.

By providing any User Content you automatically grant to us, and you represent and warrant that you have the right to grant to us, a non-exclusive, transferable, fully-paid, worldwide license (with the rights to sublicense) to use, copy, perform, display, reformat, translate, excerpt (in whole or in part) and distribute such User Content and to prepare derivative works of, or incorporate into other works, such User Content, and to grant and authorize sublicenses of the foregoing for any purpose whatsoever and for use in any medium now known or hereafter developed. This license includes without limitation any and all professional names, photos, trademarks, logos and biographical information any person.

5. **DMCA COPYRIGHT NOTICE AND REPEAT INFRINGER POLICY.** We own, protect and enforce copyrights in our own creative material and respect the copyright properties of others. Materials may be made available on the Site, or through the Site or Services, by third parties not within our control. It is our policy not to permit materials known by us to be infringing to remain on the Site or Services. You should notify us promptly if you believe any materials on the Site or published or distributed by us infringe a third party copyright. Upon our receipt of a proper notice of claimed infringement under the Digital Millennium Copyright Act ("DMCA"), we will respond expeditiously to remove, or disable access to, the material claimed to be infringing and will follow the procedures specified in the DMCA to resolve the claim between the notifying party and the alleged infringer who provided the content in issue. Pursuant to the DMCA, written notification of claimed copyright infringement must be submitted in writing to the Designated Agent for this Site. Contact information for the Designated Agent may be found at the U.S. Copyright Office's Directory of Service Provider Agents for Notification of Claims of Infringement, and is provided below:

DMCA Agent

Email: [\[dmca@sunesis.com\]](mailto:dmca@sunesis.com)

Please be advised that we may provide an alleged infringer with any notice of claimed infringement, including notices of claimed infringement submitted by you under the DMCA, and any communications related thereto. We may also provide any counter notifications received under the DMCA, and communication related thereto, to the provider of the original notice of claimed infringement. All notices and communications provided by you to us become our property and you hereby grant us the right to provide such notices and communications to any third party.

If you engage in “repeat infringement” we may immediately terminate your registration and account without notice, and you will no longer be permitted access to the Site or the Services. “Repeat infringement” shall be defined as two (2) or more instances, as determined by us in our reasonable discretion, where you have infringed the copyright rights of another person.

In the event a user’s materials are removed due to a DMCA notice and then subsequently restored in accordance with the DMCA, we will treat the underlying DMCA notice as withdrawn.

We reserve the right to terminate Site accounts that are the subject of fewer than two (2) instances of infringement of the copyright rights of another person in appropriate circumstances, such as when the user has a history of violating or willfully disregarding the Terms and Conditions.

6. **LINKS TO OTHER WEB SITES.** The Site may contain links to other web sites. We are not responsible for the content, accuracy or opinions expressed on such web sites, and such web sites are not investigated, monitored or checked for accuracy or completeness by us. Inclusion of any linked web site on or through the Site or the Services does not imply approval or endorsement of the linked web site by us. If you decide to leave the Site and access these third-party sites, you do so at your own risk.

7. **SERVICE FEES.** The Site and the Services are provided free of charge.

8. **TERMINATION.**

- a) You may terminate your use of the Site at any time.
- b) We may cancel your account and terminate your use of the Site or Services at any time with or without cause, in our sole discretion, and with or without notice, including for your breach of your representations, warranties, and covenants in these Terms and Conditions; provided, however, that we have no obligation to monitor your use of the Site or Services.
- c) We may delete any of your User Content, information, or other data from the Site or Services at any time, and we have no obligation to maintain copies of any deleted information.
- d) Any provisions of these Terms and Conditions, which by their nature should continue after termination of your use of the Site or any Services will continue to apply even after the expiration or termination of these Terms and Conditions or your use of the Site or any Services.

9. **LIMITATION OF LIABILITY.** IN NO EVENT WILL WE BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING DAMAGES FOR ANY LOST PROFITS OR LOST DATA ARISING FROM YOUR USE OF THE SITE OR

THE SERVICES, EVEN IF WE ARE AWARE OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ANY WARRANTIES FOR THIRD PARTY SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON THE SITE OR SERVICE, OR ACCESSED THROUGH ANY LINKS ON THE SITE. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO TEN DOLLARS (\$10). CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

10. **INDEMNITY.** You agree to indemnify, defend and hold us and our directors, officers, agents, contractors, affiliates, partners and employees, harmless from and against any loss, liability, claim, or demand, including reasonable attorneys' fees, arising out of any claim, action, investigation or proceeding made or instituted by any third party due to or arising out of:

- a) your breach of any representations or warranties made by you hereunder or your breach of the Terms and Conditions;
- b) your use of the Services or the Site in violation of the Terms and Conditions; or
- c) your violation of any law or the rights of a third party.

You hereby agree not to sue, assist in or be a voluntary party to assist in or be a voluntary party to, except as required by law, any action, suit, or proceeding against us for any claims, actions, suits, damages, liability, losses or expenses of whatever kind or however arising out of or relating to your use of the Site or the Services.

11. **DISCLAIMER OF WARRANTIES.** We are not responsible for any incorrect or inaccurate content published on the Site or in connection with the Services, including User Content published by users (or published by us on behalf of users) of the Site or the Services. We are not responsible for the conduct, whether online or offline, of any user of the Site. The Site and the Services may be temporarily unavailable from time to time for maintenance or other reasons. We assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, the Site or the Services. We are not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment or software, or the failure of email on account of technical problems or traffic congestion on the Internet or at any web site, including injury or damage to any person's computer related to or resulting from participating or downloading materials in connection with the Site or the Services. Under no circumstances will we be responsible for any loss or damage, including personal injury or death, resulting from anyone's use of the Services, the Site or any content published on the Site (whether or not Site Content, User Content, or other content). THE SITE, THE SERVICES AND ALL CONTENT ON THE WEBSITE ARE PROVIDED "AS-IS" AND WE DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. WE CANNOT GUARANTEE AND DO NOT PROMISE ANY SPECIFIC RESULTS FROM USE OF THE SITE AND/OR THE SERVICES.

12. **GOVERNING LAW.** The Terms and Conditions shall be governed by and construed in accordance with the laws of the State of North Carolina, U.S.A., without reference to conflicts of laws provisions and, as to matters affecting copyrights, trademarks and patents, by U.S. federal law. Any dispute or claim arising out of, or in connection with, the Terms and Conditions shall be finally settled by binding arbitration in Raleigh, North Carolina, in accordance with N.C. Gen. Stat. § 1-567.1 et seq. (the "Uniform

Arbitration Act”) and the then-current rules and procedures of the American Arbitration Association by one (1) arbitrator appointed by the American Arbitration Association. The arbitrator shall apply the law of the State of North Carolina, without reference to rules of conflict of law or statutory rules of arbitration, to the merits of any dispute or claim. Judgment on the award rendered by the arbitrator may be confirmed, reduced to judgment and entered in any court of competent jurisdiction. You agree that, any provision of applicable law notwithstanding, the arbitrator shall have the authority to award the prevailing party its costs and reasonable attorneys’ fees. In the event that the above arbitration provision is held invalid or unenforceable, then any dispute with respect to the Terms and Conditions shall be brought and heard either in the North Carolina state courts located in Wake County, North Carolina, or the federal district court for the Eastern District of North Carolina located in Raleigh, North Carolina. In such event, you consent to the in personam jurisdiction and venue of such courts. You agree that service of process upon you in any such action may be made if delivered in person, by courier service, by telefacsimile or by first class mail, and shall be deemed effectively given upon receipt.

13. **MISCELLANEOUS.** The Terms and Conditions set forth the entire agreement between you and us pertaining to your use of the Site and the Services. If any provision of this Terms and Conditions is held invalid or unenforceable, such provision shall be revised to the extent necessary to cure the invalidity or unenforceability, and the remainder of the Terms and Conditions shall continue in full force and effect. Our failure to exercise any right or provision of the Terms and Conditions shall not constitute a waiver of such right or provision. Nothing in these Terms and Conditions shall be deemed to confer any third-party rights or benefits. These Terms and Conditions, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by us without restriction. Our delay or failure to exercise any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision. These Terms and Conditions do not, and shall not be deemed to, constitute a partnership or joint venture between you and us, and neither you nor we, nor your or our respective directors, officers, employees, or agents, by virtue of the performance of the obligations under these Terms and Conditions, shall be deemed to be an agent or employee of the other, and neither you nor we has the authority to bind the other under any contract, agreement, or otherwise.

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