

# Terms and Conditions

## I. Introduction

Adyptation, Inc. (“Adyptation,” “we,” “us” and “our”) offers you access to its interactive online websites, applications, and other services (collectively, “Services”). These Terms and Conditions (“Terms”) apply when to you by accessing the website [www.adyptation.com](http://www.adyptation.com) or any other website (“Website”) we place these Terms on. These Terms also apply to your use of any web-based applications, mobile applications, etc. (“Applications”).

Depending on your activities when using or accessing our Services, you may from time-to-time be required to agree to additional terms and conditions. For clarity, our Services include any promotion which refers to these Terms.

**Your access to and use of the Services are conditioned upon your acceptance of and compliance with these Terms, including any subsequent terms that may be imposed by your use of specific Services. These Terms apply to all visitors, users and others who wish to access or use the Services. By accessing or using the Services you agree to be bound by these Terms. If you disagree with any part of the Terms, then you do not have permission to access the Services.**

## II. Terms

**A. Your Representations.** You represent and warrant that you are at least 18 years of age and that you possess the legal right and ability to be legally bound by the responsibilities and obligations as stated in these Terms. *If you are not 18 years of age, you are not permitted to use this Services, including this Website, and must exit now.*

**B. Intellectual Property and Ownership of Content.** The Services and its content (including, but not limited to text, graphics, photographs, images, illustrations, design, layout, appearance, audio clips, and video clips, also known as the “Content”), features and functionality are and will remain the exclusive property of Adyptation. To the extent that Adyptation licenses third party content that is used in conjunction with the Services, licensors of such content are and will remain the third party owners of that content.

The Services are protected by copyright, trademark, and other laws of both the United States and foreign countries. By using the Services, you agree to abide by all laws including copyright notices, information, and restrictions. Copying, using, or storing any Content for commercial use is prohibited without prior written permission from us. Also, our trademarks and trade dress may not be used in connection with any product or service without the prior written consent. You also agree not to distribute any part or parts of the Services without our explicit written permission. In some instances, we may grant the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of creating publicly-available searchable indices but retain the right to revoke this permission at any time on a general or specific basis.

You further agree not to: a) make any automated use of the Website, the Services or the related systems, or take any action that we deem to impose or to potentially impose an unreasonable or disproportionately large load on our servers or network infrastructure; b) bypass any robot exclusion headers or other measures we take to restrict access to the Services, or use any software, technology, or device to scrape, spider, or crawl the Service or harvest or manipulate data; c) circumvent, disable or otherwise interfere with any security-related features of the Services or features that prevent or restrict use or copying of content, or enforce limitations on use of the Services or the content accessible via the Services; or d) publish or link to malicious content of any sort, including that intended to damage or disrupt another user's browser or computer.

**C. Removal of Content and Access.** You agree that you will not contribute any Content that is infringing, libelous, defamatory, obscene, pornographic, abusive, offensive, or otherwise violates any law or right of any third party. We reserve the right to remove any Content from the Site at any time, for any reason or for no reason at all. You also agree that all posted comments become the property of Adyptation and may be reused by Adyptation or quoted in other media.

We may terminate or suspend your access to the Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of these Terms.

**D. Collection of Information.** To the extent that any information about you is collected, our "Privacy Policy" controls when and how that information is used. To the extent that your information qualifies as protected health information ("PHI"), please refer to the "HIPAA Notice". Both the Privacy Policy and HIPAA Notice are incorporated into these Terms where applicable.

**E. Third Party Web Sites.** Our Services may contain links to third party web sites or services that are not owned or controlled by us. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third party web sites or services. We do not warrant the offerings of any of these entities/individuals or their websites. Accordingly, we do not endorse, sponsor, or accept responsibility for third-party sites.

You acknowledge and agree that we 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 use of or reliance on any such content, goods or services available on or through any such third party web sites or services. Accordingly, we strongly advise you to read the terms and conditions and privacy policies of any third party web sites or services that you visit.

**F. Use of Services – Disclaimer.** Your use of the Services is at your sole risk. The Services are provided on an "AS IS" and "AS AVAILABLE" basis. The Services are provided without representation or warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title, non-infringement or course of dealing, performance, etc.

ADYPTATION AND ITS SUBSIDIARIES, AFFILIATES, AND ITS LICENSORS DO NOT WARRANT THAT A) THE SERVICES WILL FUNCTION UNINTERRUPTED, SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; B) ANY ERRORS OR DEFECTS WILL BE CORRECTED; C) THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR D) THE RESULTS OF USING THE SERVICES WILL MEET YOUR REQUIREMENTS. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR ACCESS OR USE OF THE INTERNET, THIS WEBSITE, AND THE SERVICES.

**G. Indemnification.** You agree to defend, indemnify and hold harmless Adyptation and its licensee and licensors, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) your use and access of the Service, or b) a breach of these Terms.

**H. Limitation of Liability.** In no event shall Adyptation, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO SOME OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU.

**I. Changes to Terms and Services.** We may modify, cancel or replace various provisions of the Terms at any time, with no requirement for providing explicit notification of such changes to you. By continuing to access or use our Services after any change become effective, you agree to be bound by the revised Terms. If you do not agree to the new Terms, you are no longer authorized to use the Services.

**J. Governing Law.** These Terms and any claim or controversy related thereto shall be governed and construed in accordance with the laws of Ohio, United States, without regard to its conflict of law provisions. By using these Services, you submit to the exclusive jurisdiction of the state and federal courts sitting in the County of Montgomery in the State of Ohio, and waive any jurisdictional, venue, or inconvenient forum objections to such courts.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Services, and supersede and replace any prior agreements we might have had between us regarding the Services.

In any action to enforce these Terms, Adyptation will be entitled to all costs and attorney fees it incurs.

All provisions of these Terms, which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

**K. Contact Information.** If you have any questions about these Terms and/or the Services, please contact us at [info@adyptation.com](mailto:info@adyptation.com) OR 937-234-7984.