

## CYNTONY.COM LEGAL TERMS OF USE AND PRIVACY POLICY

Please read the following Terms of Use carefully before using Cyntony.com or any of the Sites linked through the Cyntony.com web site ("Sites"). For inquiries relating to any orders, see our Terms and Conditions of Sale, General (insert link here). For information on advertising or promoting your products through Cyntony, visit Cyntony Sign-up Form for Vendors (insert link here).

### 1. Applicability & Acceptance of These Terms of Use

By viewing, using, accessing, browsing, or submitting any content or material on the Sites, you agree to these Terms of Use as a binding legal agreement between you and Cyntony, without limitation or qualification. The term "you" or "You" shall refer to any person or entity who views, uses, accesses, browses or submits any content or material to the Sites.

If you do not agree to these Terms of Use, then you may not use the Sites. Cyntony reserves the right to modify these Terms of Use at any time without prior notice.

You agree that each visit you make to the Sites shall be subject to the then-current Terms of Use, and continued use of the Sites now or following modifications in these Terms of Use confirms that you have read, accepted, and agreed to be bound by such modifications.

### 2. User License

**a. Scope.** Cyntony grants you permission (which may be revoked at any time for any reason or no reason) to view the Sites and to download, email, share via social networking or print individual pages from the Sites in accordance with these Terms of Use and solely for your own personal, non-commercial use, provided you do not remove any trademark, copyright or other notice contained on such pages. No other use is permitted. You may not, for example, incorporate the information, content, or other material in any database, compilation, archive or cache. You may not modify, copy, distribute, re-publish, transmit, display, perform, reproduce, publish, reuse, resell, license, create derivative works from, transfer, or sell any information, content, material, software, products or services obtained from the Sites, except as specifically noted above. Except as specifically authorized by Cyntony, you may not deep-link to the Sites for any purpose or access the Sites manually or with any robot, spider, web crawler, extraction software, automated process or device to scrape, copy, or monitor any portion of the Sites or any information, content, or material on the Sites. Cyntony reserves all of its statutory and common law rights against any person or entity who violates this paragraph. You may not link or frame to any pages of the Sites or any content contained therein, whether in whole or in part, without prior written consent from Cyntony. You may like or follow Cyntony or share links to the Sites via social networking technology reference on the Sites. Any rights not expressly granted herein are reserved.

**b. User Conduct.** You agree that your use of the Sites and/or services on the Sites is subject to all applicable local, state and federal laws and regulations. You also agree:

- to comply with US law and local laws or rules regarding online conduct and acceptable material;
- not to use the Sites or their services or submit content to the Sites if you are under the age of 13;
- not to access the Sites or services using a third-party's account/registration without the express consent of the account holder;
- not to use the Sites for illegal purposes;
- not to commit any acts of infringement on the Sites or with respect to content on the Sites;

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- not to use the Sites to engage in commercial activities apart from sanctioned use of Cyntony services;
- not to copy any content for republication in print or on-line;
- not to create reviews or blog entries for or with any commercial or other purpose or intent that does not in good faith comport with the purpose or spirit of the Sites;
- not to attempt to gain unauthorized access to other computer systems from or through the Sites;
- not to interfere with another person's use and enjoyment of the Sites or another entity's use and enjoyment of the Sites;
- not to upload or transmit viruses or other harmful, disruptive or destructive files; and/or
- not to disrupt, interfere with, or otherwise harm or violate the security of the Sites, or any services, system resources, accounts, passwords, servers or networks connected to or accessible through the Sites or affiliated or linked sites (including those of our product partners).

**c. Harm from Commercial Use.** You agree that the consequences of commercial use or re-publication of content or information from the Sites may be so serious and incalculable that monetary compensation may not be a sufficient or appropriate remedy and that Cyntony will be entitled to temporary and permanent injunctive relief to prohibit such use.

### 3. Site Content

**a. Nature of User Material.** Some of the services offered by Cyntony on the Sites allow you and others to post, transmit, display, publish, distribute, or otherwise submit public user generated material including, but not limited to, product reviews and blog entries, to the Sites (collectively, "Submissions"). You agree not to create any Submission that:

- contains vulgar, profane, abusive, hateful, or sexually explicit language, epithets or slurs, text in poor taste, inflammatory attacks of a personal, sexual, racial or religious nature, or expressions of bigotry, racism, discrimination or hate;
- is defamatory, threatening, disparaging, inflammatory, false, misleading, deceptive, fraudulent, inaccurate, or unfair, contains gross exaggeration or unsubstantiated claims, violates the privacy rights or right of publicity of any third party, is unreasonably harmful or offensive to any individual or community, contains any actionable statement, or tends to mislead or reflect unfairly on any other person, business or entity;
- unfairly interferes with any third party's uninterrupted use and enjoyment of the Sites;
- advertises, disparages, promotes or offers to trade any goods or services in any manner that does not comport with the purpose or spirit of the Sites;
- is intended primarily to promote a cause or movement, whether political, religious or other;
- contains copyrighted content (copyrighted articles, illustrations, images, text, or other content) without the express permission of the owner of the copyrights in the content;
- constitutes, promotes or encourages illegal acts, the violation of any right of any individual or entity, the violation of any local, state, national or international law, rule, guideline or regulation, or otherwise creates liability;
- discloses any personal identifying information relating to or images of a minor without consent of a parent, guardian or educational supervisor;
- infringes any copyright, trademark, patent, trade secret, or other intellectual property right;
- contains viruses or other harmful, disruptive or destructive files;
- harms or is inappropriate for minors to view;

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- links to any commercial or other website; and/or
- is not otherwise in compliance with these Terms of Use.

**b. User Representations and Warranties.** Each time you provide a Submission to the Sites, you represent and warrant that you have the right to provide such Submission, which means:

- you are the author of the Submission, or
- the Submission is not protected by copyright law, or
- you have express permission from the copyright owner to use the Submission in connection with the Sites; and
- you have the right to grant Cyntony the license set out in these Terms of Use;
- for product review Submission(s), you have had first hand experience with the subject product; and
- your use of the Sites and Submission(s) do not violate these Terms of Use.

**c. User License Grant to Cyntony.** You grant Cyntony, its affiliates, and related entities a royalty-free, perpetual, irrevocable, non-exclusive right and license to use, copy, modify, display, archive, store, publish, transmit, perform, distribute, reproduce and create derivative works from all Submissions you provide to Cyntony in any form, media, software or technology of any kind now existing or developed in the future. Without limiting the generality of the previous sentence, you authorize Cyntony to include the Submissions you provide in a searchable format that may be accessed by users of the Sites. You also grant Cyntony and its and related entities the right to use any Personally Identifiable Information (as that term is defined in Cyntony's Privacy Policy) included with any Submission in connection with the use, reproduction or distribution of such Submission. You also grant Cyntony the right to use the Submission and any facts, ideas, concepts, know-how or techniques ("Information") contained in any Submission or communication you send to Cyntony for any purpose whatsoever, including but not limited to, developing, manufacturing, promoting and/or marketing products and services. You grant all rights described in this paragraph in consideration of your use of the Sites, without compensation of any sort to you. Cyntony does not claim ownership of Submissions.

**d. Disclaimer of Responsibility for Material.** Submissions are not endorsed by Cyntony, and do not represent the views of Cyntony or its parents, subsidiaries and affiliates, agents, officers or directors. You acknowledge and agree that Cyntony does not control all Submissions, and disclaims any responsibility for such Submissions. Cyntony specifically disclaims any duty, obligation, or responsibility, to review, screen, refuse to post, remove, or edit any Submissions. In addition, Cyntony does not represent or warrant that any other content or information accessible via the Sites is accurate, complete, reliable, current or error-free. Cyntony assumes no responsibility or liability for any errors or omissions in the content of the Sites.

**e. Review & Removal of Material.** Cyntony reserves the right (but disclaims any duty, obligation or responsibility) to review, screen, refuse to post, remove in their entirety, or edit (at any time and without prior notice) any Submissions that Cyntony believes, in its absolute and sole discretion, may violate Sections 2(b), 3(a), or 3(b) above. You may contact Cyntony at

Cyntony Corporation  
195 Follen Rd  
Lexington, MA 02421

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to request removal of a Submission. However, Cyntony disclaims any duty, obligation or responsibility to comply with such request except as specifically outlined in this paragraph. Cyntony also reserves the right (but disclaims any duty, obligation, or responsibility) to refuse to post, remove in their entirety, or edit (at any time and without prior notice) any Submissions on the Sites for any reason or no reason whatsoever, in its absolute and sole discretion. The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under US copyright law. If you believe in good faith that Submissions posted by the Sites infringe your copyright, you (or your agent) may send Cyntony a notice requesting that the Submission(s) be removed from the Site(s), or access to it blocked. The notice must include the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed (or if multiple copyrighted works located on the Sites are covered by a single notification, a representative list of such works); (c) identification of the material that is claimed to be infringing or the subject of infringing activity, and information reasonably sufficient to allow Cyntony to locate the Submission(s) Sites; (d) the name, address, telephone number and email address (if available) of the complaining party; (e) a statement that the complaining party has a good faith belief that use of the Submission in the manner complained of is not authorized by the copyright owner, its agent or the law; and (f) a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA; see <http://www.loc.gov/copyright> for details. Notices and counter-notices with respect to the Sites should be sent to

Copyright Agent  
**Cyntony Corporation**  
195 Follen Rd  
Lexington, MA 02421

Cyntony suggests that you consult your legal advisor before filing a notice or counter-notice. Also, be aware that there can be penalties for false claims under the DMCA. We reserve the right to terminate the account of any user who is a copyright infringer.

**f. Proprietary Rights.** You acknowledge and agree that the Sites contain proprietary information and content that is protected by intellectual property and other laws, and may not be used except as provided in these Terms of Use without advance, written permission of Cyntony. All Cyntony Site design, text, graphics, interfaces, and images (and the selection and arrangements thereof), and software, hypertext markup language ("HTML"), scripts, active server pages, and other content and software used in the Sites are ©2016 Cyntony Corporation. All rights reserved.

#### 4. Termination and Modifications to the Sites

Cyntony reserves the right, in its sole and absolute discretion, to modify, suspend, or discontinue at any time, with or without notice, the Sites and/or services offered on or through the Sites (or any part thereof),

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including but not limited to the Sites' features, look and feel, and functional elements and related services.

### 5. Indemnity

You agree to indemnify and hold Cyntony, its parents, subsidiaries and affiliates, agents, officers, directors, or other employees harmless from any claim, demand, or damage (whether direct, indirect, or consequential), including reasonable attorneys' fees, made by anyone in connection with your use of the Sites, with your Submissions, with any alleged infringement of intellectual property or other right of any person or entity relating to the Sites, your violation of these Terms of Use, and any other acts or omissions relating to the Sites.

### 6. Disclaimer of Warranties

THE INFORMATION, CONTENT, PRODUCTS, SERVICES, AND MATERIALS AVAILABLE THROUGH THE SITES (WHETHER PROVIDED BY CYNTONY, YOU, OTHER USERS OR OTHER AFFILIATES/THIRD PARTIES), INCLUDING WITHOUT LIMITATION, FOOD/BEVERAGE ORDERS, SUBMISSIONS, TEXT, PHOTOS, GRAPHICS, AUDIO FILES, VIDEO, AND LINKS, ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CYNTONY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, FREEDOM FROM COMPUTER VIRUS, AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

### 7. Limitation of Liability

IN NO EVENT SHALL CYNTONY BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OR DAMAGES WHATSOEVER (EVEN IF CYNTONY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER IN AN ACTION UNDER CONTRACT, NEGLIGENCE, OR ANY OTHER THEORY, IN ANY MANNER ARISING OUT OF OR IN CONNECTION WITH THE USE, INABILITY TO USE, PERFORMANCE OF, OR SERVICES PROVIDED ON OR THROUGH THE SITES. CYNTONY ASSUMES NO RESPONSIBILITY AND SHALL NOT BE LIABLE FOR ANY DAMAGES TO, OR VIRUSES THAT MAY INFECT, YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO, USE OF, BROWSING OF, OR DOWNLOADING OF ANY MATERIAL FROM THE SITES. CYNTONY ASSUMES NO RESPONSIBILITY OR LIABILITY IN ANY MANNER ARISING OUT OF OR IN CONNECTION WITH ANY INFORMATION, CONTENT, PRODUCTS, SERVICES, OR MATERIAL AVAILABLE ON OR THROUGH THE SITES, AS WELL AS ANY THIRD PARTY WEBSITE PAGES OR ADDITIONAL WEBSITES LINKED TO THIS SITE, FOR ANY ERROR, DEFAMATION, LIBEL, SLANDER, OMISSION, FALSEHOOD, OBSCENITY, PORNOGRAPHY, PROFANITY, DANGER, INACCURACY CONTAINED THEREIN OR HARM TO PERSON OR PROPERTY CAUSED THEREBY. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT

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APPLY TO YOU. IN NO EVENT SHALL CYNTONY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO, NEGLIGENCE) OR OTHERWISE, EXCEED (A) THE AMOUNT PAID BY YOU TO CYNTONY OR A PRODUCT AFFILIATE, IF ANY, OR (B) \$25.00 (WHICHEVER IS LESS).

YOU AND CYNTONY AGREE THAT THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY IN THESE TERMS OF USE ARE MATERIAL, BARGAINED-FOR BASES OF THIS AGREEMENT, AND THAT THEY HAVE BEEN TAKEN INTO ACCOUNT IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT. YOU AND CYNTONY AGREE THAT THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY IN THESE TERMS OF USE ARE FAIR AND REASONABLE.

IF YOU ARE DISSATISFIED WITH THE SITE OR DO NOT AGREE TO ANY PROVISIONS OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE, EXCEPT AS MAY BE PROVIDED FOR IN THIS SECTION 7.

### **8. Your account, password, and security**

To access certain materials and whitepapers, the Sites may require that you register and/or create an account ("Account") or use the Sites as a guest. To register and create an Account, you must select an account designation and password and provide certain personal information. In consideration of the use of the Sites' services, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the registration form, and (b) maintain and promptly update the personal information you provide to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Cyntony has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Cyntony has the right to refuse any and all current or future use of the Sites (or any portion thereof).

You are responsible for maintaining the confidentiality and security of your Account and password, and you are fully responsible for all activities that occur under your password or Account, and for any other actions taken in connection with the Account or password. You agree to (a) immediately notify Cyntony of any known or suspected unauthorized use(s) of your password or Account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your password or credit card information; and (b) ensure that you exit from your Account at the end of each session. Cyntony will not be liable for any injury, loss or damage of any kind arising from or relating to your failure to comply with (a) and (b) or for any acts or omissions by you or someone else using your Account and/or password.

### **9. Links**

As a courtesy to you, the Sites may offer links to other websites. Some of these websites may be affiliated with Cyntony while others are not. Cyntony is not responsible for the contents of any website pages created and maintained by organizations independent of Cyntony. Visiting any such third-party website pages is at your own risk. Cyntony has no control of these third-party website pages, nor can it guarantee the accuracy, completeness, or timeliness of information in third-party website pages. Your use of such information is voluntary, and your reliance on such information should be made only after independent review. References to commercial products or services within any such third-party website pages do not constitute or imply an endorsement by Cyntony. By using the Sites you acknowledge that Cyntony is

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responsible neither for the availability of, nor the content located on or through any third-party website pages.

### 10. Trademarks

All trademarks and other marks, logos, and names of Cyntony or the Sites, used on or in connection with the Sites may not be used in connection with any product or service that is not under Cyntony's ownership or control. Furthermore, such trademarks may not be used in any manner that is likely to cause confusion among customers or in any manner that disparages or discredits Cyntony. All other trademarks not owned by Cyntony (or its affiliates) that appear on the Sites are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Cyntony or its affiliates.

### 11. Consideration

You acknowledge that these Terms of Use are supported by reasonable and valuable consideration, the receipt and adequacy of which are hereby acknowledged. Without limiting the foregoing, you acknowledge that such consideration includes, without limitation, your use of the Sites and receipt or use of data, content, products and/or services through the Sites, the possibility of our review, use or display of your Submission(s), and the possibility of publicity and promotion from our review, use or display of your user-generated content.

### 12. Jurisdiction, Applicable Law, and Limitations

This Site is created and controlled by Cyntony in the Commonwealth of Massachusetts, U.S.A. You agree that these Terms of Use will be governed by and construed in accordance with the laws of the United States of America and the State of Delaware, without regard to its conflicts of law provisions. Use of the Sites is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms of Use. Cyntony makes no claims or assurances that the Sites are appropriate or may be downloaded outside of the United States. You agree that all legal proceedings arising out of or in connection with these Terms of Use, or services available on or through the Sites must be filed in a federal or state court located in Boston, MA, within one year of the time in which the events giving rise to such claim began, or your claim will be forever waived and barred. You expressly submit to the exclusive jurisdiction of said courts and consent to extraterritorial service of process.

### 13. General

**a. Enforceability.** If any portion of these Terms of Use is found to be void, invalid or otherwise unenforceable, then that portion shall be deemed to be superseded by a valid, enforceable provision that matches the intent of the original provision as closely as possible. The remainder of these Terms of Use shall continue to be enforceable and valid according to terms contained herein.

**b. Entire Agreement.** Except as expressly provided in a particular "Legal & Privacy" posting or other notice on particular pages of the Sites, these Terms of Use, which hereby incorporate by reference the terms of Cyntony's Privacy Policy, constitute the entire agreement between you and Cyntony, superseding all prior agreements regarding the Sites.

**c. No Waiver.** The failure of Cyntony to exercise or enforce any right or provision of the Terms of Use shall not constitute a waiver of said right or provision. Neither party hereto shall be deemed to be in default of

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any provision of the Terms of Use or for failure in performance resulting from acts or events beyond the reasonable control of such party and arising without its fault or negligence, including, but not be limited to, acts of God, civil or military authority, interruption of electric or telecommunication services, civil disturbances, acts of war or terrorists, strikes, fires, floods or other catastrophes.

**d. Headings & Construction.** The section titles in the Terms of Use are for your convenience only and carry no contractual or legal effect whatsoever. The language in these Terms of Use shall be interpreted in accordance with its fair meaning and shall not be strictly interpreted for or against either party.

**e. Contact Cyntony.** For purposes of providing notice of cancellation or termination, contact us at

**By mail:** Cyntony Corporation  
195 Follen Rd  
Lexington, MA 02421 USA

**By phone:** 781-430-0675

**By email:** [dmoschella@cyntony.com](mailto:dmoschella@cyntony.com)

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# CYNTONY.COM LEGAL TERMS OF USE AND PRIVACY POLICY

## PRIVACY POLICY

Cyntony Corporation ("Cyntony") collects certain information through its websites and mobile sites, located at [www.cyntony.com](http://www.cyntony.com) and its blog, located at <http://www.cyntony.com/blog> and its Twitter page (collectively, the "Sites"). Your privacy is important to Cyntony and this Privacy Policy lays out Cyntony's policies and procedures surrounding the collection and handling of such information. This Privacy Policy applies only to the Sites. It does not apply to any product sites, other third party services linked to Cyntony Sites or offline activities related to Cyntony services.

### A. Information Cyntony Collects

Cyntony may collect the following information from users of our Sites: first name, last name, street address, city, state, zip code, phone number, e-mail address, Sites-specific display name and GPS location (mobile site) (collectively, "Personally Identifiable Information" or "PII").

The Sites are not intended for use by children under the age of 13 and Cyntony does not knowingly collect PII from children under the age of 13. Use of Sites services requires that you register and/or create an account ("Account") or use the Sites as a guest.

In addition to the PII set forth above, Cyntony may collect information regarding Account holders' past Cyntony orders, favorite products, customer service inquiries, service/ product reviews and certain social networking preferences relating to the Sites (e.g. pages or entities you like, recommend or follow).

Cyntony also uses web analytics software to track and analyze traffic on the Sites in connection with Cyntony's advertising and promotion of Cyntony services. Cyntony may publish these statistics or share them with third parties without including PII. Cyntony may collect additional PII in connection with blog submissions including professional title, business/personal website, social networking handle/username and the author's photograph.

### B. Cyntony's Use Of Collected Information

Cyntony uses PII to create users' Accounts, to communicate with users about the Sites' services, to offer users additional services, promotions and special offers and to charge for purchases made through the Sites. Users may opt to allow Cyntony to store certain PII used to create users' Accounts, including, but not limited to, credit card information. Cyntony uses stored PII to customize future order processing for you. You may request that Cyntony cease storing certain PII at any time, but you might not be able to take advantage of certain customized features. Users may affirmatively opt-out of receiving promotional communications from Cyntony by using the link in the e-mail to Manage preferences. Cyntony may also use PII to enforce the Sites' terms of use.

Cyntony uses cookies to remember users on the Sites and to enhance users' experience on the Sites. For example, when users with Accounts return to the Sites, cookies identify those users and allow the Sites to provide certain user-specific information such as Account information, past orders, favorite products and user product reviews.

Cyntony does not sell the information it collects to third parties. Cyntony may share collected PII to third-party vendors and service providers with whom Cyntony works for the delivery of Cyntony services. In addition, Cyntony shares users' Cyntony order content, special order instructions, first and last name,

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street address and telephone number to the extent necessary to process those orders. Cyntony may also disclose PII to third parties such as attorneys, collection agencies, tribunals or law enforcement authorities pursuant to valid requests in connection with alleged violations of Cyntony terms of use and service or other alleged contract violations, infringement or similar harm to persons or property.

User generated content posted through the Sites such as service/product reviews and certain social networking preferences relating to the Sites (e.g. pages or entities you like, recommend or follow") may be viewed by the general public. Accordingly, Cyntony cannot ensure the privacy of any PII included in such user generated content.

### **C. Cyntony's Protection of PII**

Cyntony uses reasonable security measures equal to or exceeding industry standard to protect PII from unauthorized access, destruction, use, modification and disclosure. Unfortunately, even with these measures, Cyntony cannot guarantee the security of PII. By using the Sites, you acknowledge and agree that Cyntony makes no such guarantee, and that you use the Sites at your own risk.

### **D. Accessing and Correcting Your PII**

Registered Account holders can request changes to PII by contacting Cyntony with instructions to add, modify or delete information. If you have questions regarding Cyntony's use or collection of your PII, please contact Cyntony's privacy officer at: [dmoschella@cyntony.com](mailto:dmoschella@cyntony.com).

### **E. Privacy Policy Amendments**

Cyntony may change this Privacy Policy at any time by posting a new version on this page or on a successor page. The new version will become effective on the posting date, which will be listed at the top of the page as the effective date.

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