



Website Terms of Use

Last Modified: July 20, 2022

Please read the Terms of Use carefully before You start to use the Website.

IF YOU ARE EXPERIENCING A MEDICAL EMERGENCY, YOU SHOULD DIAL "911" IMMEDIATELY.

Acceptance of the Terms of Use

You must be at least 18 years old to use this Website. If You are not at least 18 years old, You must not access or use this Website.

These Terms of Use are entered into by and between the person accessing this Website ("You" or "Your") and Ognomy Inc. ("Company", "We" or "Us"). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these "Terms of Use"), govern Your access to and use of www.ognomy.com (the "Website"), whether as a guest or a subscriber to our Services. Certain content, functionality and services of Company offered on or through the Website (our "Services") are restricted to subscribers or authorized users of subscribers to our Services. In addition to these Terms of Use, the Mobile Application End User Agreement relating to Your account governs Your access to and use of the Website and the Services.

By using the Website or by clicking to accept or agree to the Terms of Use when this option is made available to You, You accept and agree to be

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bound and abide by these Terms of Use, and our Privacy Policy, found at <https://ognomy.com/privacy-policy/> incorporated herein by reference. **IF YOU DO NOT AGREE TO THESE TERMS OF USE OR THE PRIVACY POLICY, YOU MUST NOT ACCESS OR USE THE WEBSITE.**

DISCLAIMER

What We Do: The Website contains information related to the Ognomy™ Sleep Disturbances Telemedicine System and related Ognomy™ Mobile Application (collectively, with the Website, the “Ognomy™ Telemedicine System”). The Company provides Services related to the Ognomy™ Telemedicine System by providing the Ognomy™ Mobile Application and Website which provide an online telemedicine platform by which healthcare professionals, doctors and their patients may communicate outside of the traditional in-person office and sleep center settings. Such communications between such users of the Website may include one or more of the reporting, diagnosing and treatment of a patient’s reported sleep disturbances and financial transactions associated therewith.

What We Don’t Do: ANY INFORMATION CONTAINED ON THIS WEBSITE OR SUPPLIED BY A COMPANY EMPLOYEE, OFFICER, DIRECTOR, CONSULTANT OR AGENT, IS INTENDED ONLY AS GUIDANCE FOR USE OF THE SERVICES PROVIDED BY US, AND DOES NOT CONSTITUTE LEGAL, MEDICAL, OR OTHER PROFESSIONAL ADVICE. THE COMPANY DOES NOT ITSELF PROVIDE LEGAL, MEDICAL, OR OTHER PROFESSIONAL ADVICE. AS A VISITOR OR PATIENT ACCESSING THE OGNOMY™ TELEMEDICINE SYSTEM, YOU ARE SOLELY RESPONSIBLE FOR CHOOSING YOUR OWN MEDICAL PROVIDER AND WE DO NOT RECOMMEND, SPONSOR OR OTHERWISE ENDORSE ANY PARTICULAR MEDICAL SERVICES PROVIDER, TEST, MEDICATION, PROCEDURE OR OTHER PRODUCTS THEY MAY OFFER OR OTHERWISE COMMUNICATE OR PROVIDE TO YOU VIA THE OGNOMY™ TELEMEDICINE SYSTEM. YOU ARE SOLELY RESPONSIBLE FOR INDEPENDENTLY VERIFYING THE QUALIFICATIONS OF AND INFORMATION GIVEN BY A

MEDICAL PROVIDER YOU MAY COMMUNICATE WITH OR OTHERWISE ENGAGE USING THE OGNOMY™ TELEMEDICINE SYSTEM.

COMPANY MAY LICENSE CERTAIN CONTENT FROM THIRD PARTY PROVIDERS (COLLECTIVELY, “THIRD PARTY MATERIALS”) WHICH MAY BE MADE AVAILABLE ON THE WEBSITE SOLELY FOR INFORMATIONAL PURPOSES, AND, IN SOME CASES, LINKS TO ORDER ADDITIONAL THIRD PARTY MATERIALS OR TO PROVIDERS OF SUCH MATERIALS MAY BE AVAILABLE ON THE WEBSITE. YOU AGREE THAT YOU WILL NOT RELY ON ANY CONTENT OR THIRD PARTY MATERIALS AVAILABLE ON THE WEBSITE. AS INDIVIDUAL SITUATIONS AND STATE LAWS VARY, QUALIFIED INDIVIDUALS (INCLUDING, WITHOUT LIMITATION, YOUR PHYSICIAN) SHOULD BE CONTACTED FOR PROFESSIONAL ADVICE IN THE APPLICABLE JURISDICTIONS. ANY THIRD PARTY MATERIALS ARE PROVIDED “AS IS” AND WITHOUT WARRANTY OF ANY KIND. THE COMPANY MAKES NO WARRANTIES WITH RESPECT TO ANY THIRD PARTY MATERIALS AND SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES (EXPRESS OR IMPLIED), INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE CANNOT AND DO NOT ASSESS, VERIFY OR GUARANTEE THE ACCURACY, ADEQUACY, SUITABILITY, OR COMPLETENESS OF ANY THIRD PARTY MATERIALS. YOU AGREE THAT YOUR USE OF THE OGNOMY™ TELEMEDICINE SYSTEM, SERVICES, LINKED WEBSITES AND ANY THIRD PARTY MATERIALS INCLUDING, WITHOUT LIMITATION, INFORMATION AND MATERIALS EXCHANGED BETWEEN CONNECTED USERS, IS ENTIRELY AT YOUR OWN RISK.

Payment for Services

In order to use the certain Services available through the Website or Ognomy™ Mobile Application, You may be required to load a form of payment, and submit payments as determined by Your medical provider and Your insurance company, as applicable. If You do not supply a form of payment in advance of Your appointment, the Company may cancel Your appointment upon notice to you.

When You confirm an appointment with a medical provider, We are reserving that time for You on the provider’s calendar. If You cancel or change Your appointment within 24 hours in advance of Your appointment, or You do not show up for Your appointment, You will be subject to a no-show fee. The Website and Ognomy™ Mobile Application disclose to You the no-show fee policy when You schedule Your appointment. If a no-show fee is assessed, it will be charged to Your form of payment immediately following Your scheduled appointment, without additional notice. The current no-show fee amounts are \$60 for a new patient visit and \$30 for a follow-up visit. The Company may change the no-show fee amounts at any time and without further notice.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when We post them, and apply to all access to and use of the Website and our Services thereafter.

Your continued use of the Website and the Services following the posting of revised Terms of Use means that You accept and agree to the changes. It is your sole responsibility to check these Terms of Use frequently so you are aware of any changes, as they are binding on You.

Accessing the Website and Account Security

We reserve the right to withdraw or amend this Website, and any Services or material We provide on the Website, in our sole discretion without notice. Access to many portions of the Website are restricted to subscribers, authorized users of subscribers (pursuant to the terms of the applicable Subscription Agreement) and trial users.

You are responsible for:

- **Making all arrangements necessary for You to have access to the Website.**
- **Ensuring that all persons who access the Website through Your internet connection are aware of these Terms of Use and comply with them.**

To use the Services, You must be a subscriber, an authorized user of a subscriber (who may be Your employer) or a trial user and will be required to provide certain registration details or other information. It is a condition of Your use of the Website and the Services that all the information You provide on the Website is correct, current and complete and does not violate any law or third party rights. You agree that all information You provide to register with this Website or otherwise, including but not limited to through the use of any interactive features on the Website, is governed by our Privacy Policy [<https://ognomy.com/privacy-policy/>], and You consent to all actions We take with respect to Your information consistent with our Privacy Policy. You agree that You are fully responsible for all activity occurring under Your account.

If You choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, You must treat such information as confidential, and You must not disclose it to any other person or entity. You also acknowledge that Your account is personal to You and agree not to provide any other person with access to this Website or portions of it using Your user name, password or other security information (although You may access the restricted portions of the Website using a password issued to Your subscriber (who may be Your employer) subject to the terms of the applicable Software as a Service Agreement). You agree to notify Us immediately of any unauthorized access to or use of Your user name or password or any other breach of security. You also agree to ensure that You

exit from Your account at the end of each session. You should use particular caution when accessing Your account from a public or shared computer so that others are not able to view or record Your password or other personal information.

We have the right to disable any user name, password or other identifier, whether chosen by You or provided by Us, at any time in our sole discretion for any or no reason, including if, in Our opinion, You have violated any provision of these Terms of Use or Your Software as a Service Agreement.

Intellectual Property Rights

The Website and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof) (collectively the “Company Property”), are owned by the Company, its licensors or other providers of such material and are protected by United States and international copyright, trademark, trade secret and other intellectual property or proprietary rights laws.

These Terms of Use permit You to use the Website for non-exclusive, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on the Website, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to Your accessing and viewing those materials.**
- You may store files that are automatically cached by Your Web browser for display enhancement purposes.**

- **You may print or download one copy of a reasonable number of pages of the Website for Your own non-commercial use and not for further reproduction, publication or distribution.**
- **Because any information, data, or content provided or submitted by You (or Your authorized users) (“Customer Data”) in the course of utilizing the Services is processed through the Services and may be arranged, presented with templates or otherwise may contain Company Property, You may print or download, solely for Your (or Your subscriber’s) own, non-commercial use, and not for further reproduction, publication or distribution a reasonable number of copies of such Customer Data. To the extent that such downloaded or printed Customer Data contains Company Property, the Company hereby grants to You a limited, non-exclusive, non-transferrable, non-assignable right to use such Company Property included in the Customer Data solely to the extent necessary to use the downloaded or printed Customer Data for Your own (and Your subscriber’s) non-commercial use.**

You must not:

- **Modify copies of any materials from the Website (other than Customer Data printed for Your own non-commercial use).**
- **Use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text.**
- **Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from the Website.**
- **Modify, adapt, sublicense, translate, sell, reverse engineer, decompile or disassemble any portion of the Website.**

You must not access or use for any commercial purposes any part of the Website or any Services or materials available through the Website.

If You print, copy, modify, download or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, Your right to use the Website (and the Services) will cease immediately and You must, at our option, return or destroy any copies of the materials You have made. No right, title or interest in or to the Services, the Website, or any content on the Website is transferred to You, and all rights not expressly granted are reserved by the Company. Any use of the Website or Services not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws. Subject to the limitations set forth in these Terms of Use, as between You and the Company, You are and will be the sole owner of all right, title and interest to Your Customer Data and User Contributions (as defined below).

Trademarks

The Company's name and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs and slogans on the Website are the trademarks of their respective owners.

Prohibited Uses

You may use the Website and the Services only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website or the Services:

- **In any way that violates any applicable federal, state, local or international law or regulation.**
- **To send, knowingly receive, upload, download, use or re-use any material which does not comply with the Content Standards set out below in these Terms of Use.**
- **To impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity (including, without limitation, by using e-mail addresses associated with any of the foregoing).**
- **To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website or the Services, or which, as determined by Us, may harm the Company or users of the Website and the Services or expose them to liability.**

Additionally, You agree not to:

- **Use the Website in any manner that could disable, overburden, damage, or impair the Website or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.**
- **Use any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website, except as specifically authorized in advance by the Company in writing.**
- **Use any manual process to monitor or copy any of the material on the Website (except as expressly permitted under these Terms of Use) or for any other unauthorized purpose without Our prior written consent.**

- **Use any device, software or routine that interferes with the proper working of the Website.**
- **Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.**
- **Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website.**
- **Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.**
- **Otherwise attempt to interfere with the proper working of the Website.**

Customer Data

The Ognomy™ Telemedicine System includes one or more areas that are accessible only through the use of a personal ID and Password (each, a “Secure Portal”) You agree that Your Sensitive Personal Information shall only be entered using a Secure Portal. “Sensitive Personal Information” means Customer Data that includes one or more of (i) an individual's government-issued identification number, including a social security number, driver's license number, or state-issued identification number; (ii) a financial account number, credit card number, or debit card number with any required security code, access code, personal identification number, or password, that would permit access to an individual's financial account; (iii) biometric, medical, health, or health insurance information; (iv) religious or philosophical beliefs or political opinions; (v) trade union membership; (v) sexual orientation; (vi) criminal records, and (vii) other personal information that is subject to heightened protection under applicable law. You accept full responsibility for

providing or otherwise disclosing any of Your Customer Data or Sensitive Personal Information outside of a Secure Portal.

User Contributions Posted to Website

The Website may contain message boards, chat rooms, forums, bulletin boards, direct messaging, and other interactive features (collectively, “Interactive Services”) as part of the Services that allow users to post, submit, publish, display or transmit to other users or other persons (hereinafter, “Post”) content or materials (collectively, “User Contributions”) on or through the Website.

All User Contributions and Customer Data must comply with the Content Standards set out in these Terms of Use.

Any User Contribution You post to the Website will be considered non-confidential and non-proprietary. By providing any User Contribution on the Website, You grant Us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns a perpetual, non-exclusive, worldwide license to use, reproduce, modify, create derivative works of, perform, display, distribute and otherwise disclose to third parties any such material in any media (whether now known or hereafter developed) for any purpose whatsoever without compensation to the provider of the User Contribution. As between You and the Company, You are and will be the sole owner of Your User Contributions and Customer Data, subject to the limitations, rights and permissions granted in these Terms of Use. Customer Data will be available to You and to Your subscriber (if applicable). By providing any Customer Data, You grant Us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns a perpetual, non-exclusive, worldwide license to use, reproduce, modify, create derivative works of, perform, display, distribute and otherwise disclose to third parties any such

material in any media (whether now known or hereafter developed) to the extent necessary or useful to perform the Services. In an effort to protect Your privacy, the Company will treat any personally identifying information You submit to Us through the site in accordance with our Privacy Policy [<https://ognomy.com/privacy-policy/>] We caution You against giving out any sensitive personally identifying information about yourself or any other person while utilizing the Services outside a Secure Portal. Providing Sensitive Personal Information as defined in the Content Standards about any authorized user outside a Secure Portal is prohibited by this Website and these Terms of Use and may result in termination of Your access to the Services.

You further represent and warrant that:

- **You own or control all rights in and to the User Contributions and Customer Data You post and have the right to grant the license granted above to Us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns.**
- **All of Your User Contributions and Customer Data do and will comply with these Terms of Use.**

You understand and acknowledge that You are responsible for any User Contributions or Customer Data You (or any of Your authorized users) post, and You, not the Company, have full responsibility for such content, including its legality, reliability, accuracy and appropriateness.

We are not responsible, or liable to any third party, for the content or accuracy of any User Contributions or Customer Data disclosed or posted by You or any other user of the Website.

Monitoring and Enforcement; Termination

We have the right to:

- **Remove or refuse to post any User Contributions for any or no reason in our sole discretion.**
- **Take any action with respect to any User Contribution or Customer Data that We deem necessary or appropriate in our sole discretion, including if We believe that such User Contribution or Customer Data violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Website or the public or could create liability for the Company.**
- **Disclose Your identity or other information about You to any third party who claims that material posted by You violates their rights, including their intellectual property rights or their right to privacy.**
- **Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.**
- **Terminate or suspend Your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms of Use.**

Without limiting the foregoing, We have the right to fully cooperate with any law enforcement authorities or court order requesting or directing Us to disclose the identity or other information of anyone posting any materials on or through the Website. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

We cannot review all material before it is posted on the Website, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, We assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

Content Standards and use of Interactive Services

These Content Standards apply to any and all User Contributions and use of Interactive Services. User Contribution and Customer Data must in their entirety comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User Contributions and Customer Data must not:

- **Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.**
- **Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.**
- **Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.**
- **Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Policy [<https://ognomy.com/privacy-policy/>].**
- **Be likely to deceive any person.**

- **Promote any illegal activity, or advocate, promote or assist any unlawful act.**
- **Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person.**
- **Impersonate any person, or misrepresent Your identity or affiliation with any person or organization.**
- **Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising.**
- **Give the impression that they emanate from or are endorsed by Us or any other person or entity, if this is not the case.**
- **Contain Sensitive Personal Information about any authorized use except within the area of a Secure Portal when using the Ognomy™ Telemedicine System in accordance with the terms set forth herein.**

Copyright Infringement

If You believe that any User Contributions violate Your copyright, please see our Copyright Policy [<https://ognomy.com/copyright-policy/>] for instructions on sending Us a notice of copyright infringement. It is the policy of the Company to terminate the user accounts of repeat infringers.

Reliance on Information Posted

The Third Party Materials and User Contributions presented on or through the Website are made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance You place on such information is strictly at Your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by You or any other visitor to the Website,

or by anyone who may be informed of any of its contents. We expressly disclaim any and all warranties (express or implied) with respect to any Third Party Materials and User Contributions, including, without limitation any implied warranties of merchantability or fitness for a purpose.

All statements and/or opinions expressed in Third Party Materials or User Contributions, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to You or any third party, for the content or accuracy of any materials provided by any third parties.

Changes to the Website

We may update the content on this Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and We are under no obligation to update such material.

Information About You and Your Visits to the Website

All information We collect on this Website is subject to our Privacy Policy [<https://ognomy.com/privacy-policy/>]. By using the Website, You consent to all actions taken by Us with respect to Your information in compliance with the Privacy Policy.

Online Purchases and Other Terms and Conditions

All subscriptions to our Services formed through the Website are governed by our Software as a Service Agreement.

Links from the Website

If the Website contains links to other sites and resources provided by third parties, these links are provided for Your convenience only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from Your use of them. If You decide to access any of the third party websites linked to this Website, You do so entirely at Your own risk and subject to the terms and conditions of use for such websites.

Geographic Restrictions

The owner of the Website is based in the state of New York in the United States. We provide this Website for use only by persons located in the United States. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If You access the Website from outside the United States, You do so on Your own initiative and are responsible for compliance with local laws.

Disclaimer of Warranties

You understand that We cannot and do not guarantee or warrant that material available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy Your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. WE ARE NOT LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation on Liability

IN NO EVENT WILL THE COMPANY, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR SUCH OTHER WEBSITES,

INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

You agree to defend, indemnify and hold harmless the Company, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to Your violation of these Terms of Use or Your use of the Website or Services, including, but not limited to, Your User Contributions, Customer Data, any use of the Website's content, Services and products other than as expressly authorized in these Terms of Use or Your use of any information obtained from the Website.

Governing Law and Jurisdiction

All matters relating to the Website and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of New York in each case located in the County of Erie although We retain the right to bring any suit, action or proceeding against You for breach of these Terms of Use in Your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over You by such courts and to venue in such courts.

Waiver and Severability

No waiver by the Company of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement

The Terms of Use, Our Privacy Policy, Our Copyright Policy, Your Mobile Application User License Agreement and Your Software as a Service Agreement, if applicable, constitute the sole and entire agreement between You and Company with respect to the Website and Services and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.

Your Comments and Concerns

All notices of copyright infringement claims should be sent to the copyright agent designated in our Copyright Policy [<https://ognomy.com/copyright-policy/>] in the manner and by the means set forth therein.

All other feedback, comments, requests for technical support and other communications relating to the Website should be directed to: Sheepa@Ognomy.com

Ognomy Inc., 640 Ellicott St, Buffalo, NY 14203