

Terms of Use

Thank you for visiting the website (the “**Site**”) of Ayyeka (“**We**”, “**us**” or “**Company**”). Company is happy to make available to you the content on its Site for informational purposes. Please carefully read these terms of use (the “**Terms**”) as well as our privacy policy, which we may update from time to time, a current version of which is available [here](#) (the “**Privacy Policy**”). By using our Site, you thereby agree to the Terms and Privacy Policy. If you do not agree to the Terms and Privacy Policy, you should exit our Site and not use or review any of the information that is posted on this Site.

Intellectual Property Rights. We own all intellectual property in this Site and all content made available to you through the Site (including without limitation any documents posted on the Site) including its overall appearance, graphics design and underlying source files. Without the prior written consent of Company, you may not reproduce (in whole or in part), transmit (by electronic means or otherwise), modify, frame or use for any purpose the contents of this Site. No copyright notices, other intellectual property or legal notices or other identifying information may be removed from downloaded materials. Nothing contained in this Site should be construed as granting any license or right to use any of Company’s intellectual property rights. If you provide us with any feedback concerning any material on the Site, such feedback shall not be subject to any confidentiality restrictions and Company will be free to use such feedback, without any compensation to you, for any purpose whatsoever.

Links. Our Site may link to third party websites. Company provides links for ease of reference only. Company has no control over the content or information posted on such third party websites and we do not assume any responsibility or liability therefore. Third party websites may have policies about the use of your information that are different than ours. You should refer to these third party websites’ respective privacy notices and terms of use.

Limitation of Liability; Disclaimers. Company has made and will continue to make efforts to include accurate and up-to-date information on this Site. However, Company cannot guarantee that the information posted on this Site is accurate, complete or suitable for any purpose. In addition, Company cannot guarantee that the content posted on this Site has not been affected by technical malfunctions or unauthorized tampering. Company does not guarantee that material on this Site will be free from infection, viruses, worms, Trojan horses and/or other code that has contaminating or destructive properties. It is your responsibility to take protective steps such as virus checking. Company may alter or remove materials from this Site at any time.

Company may make informational materials regarding computer security available on the Site. USE OF THESE MATERIALS IS AT YOUR OWN RISK. Company cannot and does not accept any responsibility or liability for the implementation of any security protocols or procedures. If Company accepts any responsibility and liability in respect of its proprietary software, applicable provisions shall be set forth in a separate written agreement between Company and the applicable licensee.

TO THE FULLEST EXTENT ALLOWED UNDER APPLICABLE LAW, COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, WITH RESPECT TO THE USE OF THIS SITE OR ANY INFORMATION OBTAINED THROUGH THIS SITE. IN NO EVENT WILL COMPANY, ITS AFFILIATES, EMPLOYEES OR OFFICERS BE LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND WHATSOEVER.

RESULTING TO YOU OR TO ANY THIRD PARTY DIRECTLY OR INDIRECTLY FROM ANY USE OF THIS SITE OR DEFECT IN THIS SITE OR ANY INFORMATION CONTAINED IN THIS SITE, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL, INCIDENTAL OR OTHER INDIRECT DAMAGES.

BY USING THIS SITE, YOU EXPRESSLY ASSUME ALL RISK THAT THE INFORMATION AND MATERIALS ON THIS SITE MAY BE INCOMPLETE, INACCURATE, OUT-OF-DATE, OR MAY NOT MEET YOUR NEEDS OR REQUIREMENTS.

Some jurisdictions may not allow the exclusion of implied warranties, so some of the above exclusions may not apply to you. You are responsible for checking your local laws for any restrictions or limitations regarding the exclusion of liability.

Governing Laws. The Terms are governed and interpreted pursuant to the laws of the State of New York, notwithstanding any principles of conflicts of law. Except as provided below, all disputes, controversies and claims related to these Terms (each a “**Claim**”), shall be finally and exclusively resolved by binding arbitration, which may be initiated by either party by sending a written notice requesting arbitration to the other party. Any election to arbitrate by one party shall be final and binding on the other. The arbitration will be conducted under the Streamlined Arbitration Rules and Procedures of JAMS that are in effect at the time the arbitration is initiated (the “**JAMS Rules**”) and under the terms set forth in these Terms. The arbitration will be conducted in New York, NY unless the parties agree to video, phone and/or internet connection appearances. In the event of a conflict between the terms set forth herein and the JAMS Rules, the terms herein will control and prevail. Any arbitration shall be limited to the Claim between Company and you individually. No dispute shall be arbitrated on a class-action basis or utilizing class action procedures and no arbitration shall be joined with any other arbitration.

How to Contact Us. If you have any questions or concerns about the Terms for this Site or its implementation you may contact us at through the functionality made available through the Site.