

# USER AGREEMENT

Last Updated: January 15, 2021

Welcome to the User Agreement for MS CYRIGO WEB SITE and its affiliates. This agreement describes the terms on which you may access and use our services. To become a MS CYRIGO WEB SITE user, you must read and accept all the terms and conditions of this agreement and the Privacy Policy. In the event of any inconsistency between the MS CYRIGO WEB SITE Privacy Policy and this User Agreement, the User Agreement shall control. Nothing in this Agreement shall be deemed to confer any third-party rights or benefits. If you do not agree to be bound by the terms of this Agreement, you may not use nor access our services.

We reserve the right to modify this Agreement at any time, and without prior notice, by posting amended terms on this Web site. Your continued use of the MS CYRIGO WEB SITE indicates your acceptance of the amended User Agreement.

## Description of Service

MS CYRIGO WEB SITE is an online service offered to enable cybersecurity professionals to enroll in courses, connect with other Cybersecurity professionals more effectively ("MS CYRIGO WEB SITE"). Whether looking for a job, an information on a course, Information Security resources, or an industry expert, MS CYRIGO WEB SITE users can contact many Cybersecurity professionals that have partnered with us or connected with on our website or social media.

## Membership Eligibility

MS CYRIGO's WEB SITE is not available to minors under the **age of 18** or to any users suspended or removed from the site by MS CYRIGO for any reason. Users may not have more than one active account. Additionally, users are prohibited from selling, trading, or otherwise transferring your MS CYRIGO accounts to another party. If you do not qualify, you may not use the MS CYRIGO Web Site.

## Use of Service

Your use of MS CYRIGO Web Site is governed by this User Agreement. MS CYRIGO WEB SITE may refuse service without prior notice to any user for any or no reason. You are responsible for maintaining the confidentiality of your password and account and are fully responsible for all activities that occur under your password or account with or without your knowledge. If you knowingly provide your login and password information to another person, your account privileges may be suspended temporarily or terminated. You agree to immediately notify MS CYRIGO WEB SITE of any unauthorized use of your password or account or any other breach of security. MS CYRIGO WEB SITE cannot and will not be liable for any loss or damage arising from your failure to comply with this section.

## Termination

You agree that MS CYRIGO WEB SITE may, with or without cause, immediately terminate your MS CYRIGO WEB SITE account and access to MS CYRIGO WEB SITE Web Site without prior notice. Without limiting the foregoing, the following will lead to a termination by MS CYRIGO WEB SITE of a user's use of the MS CYRIGO WEB SITE Service: a) breaches or violations of this User Agreement or other incorporated agreements or guidelines, b) requests by law enforcement or other government agencies, c) a request by you (self-initiated account deletions), d) unexpected technical issues or problems and e) extended periods of inactivity. Termination of your MS CYRIGO WEB SITE account includes removal of access to all offerings within the MS CYRIGO WEB SITE Services and may also bar you from further use of MS CYRIGO WEB SITE Services. Furthermore, you agree that all terminations shall be made in MS CYRIGO WEB SITE 's sole discretion and that MS CYRIGO WEB SITE shall not be liable to you.

## User Conduct

You understand and agree not to use MS CYRIGO WEB SITE to:

Post content or initiate communications that are unlawful, libelous, abusive, obscene, discriminatory, or otherwise objectionable. Use MS CYRIGO WEB SITE 's Services for any illegal purpose, including but not limited to conspiring to violate laws.

Falsely state, impersonate or otherwise misrepresent your identity, including but not limited to the use of a pseudonym, or misrepresenting your current or previous positions and qualifications, or your affiliations with a person or entity, past or present.

Upload, post, e-mail, transmit or otherwise make available any content or initiate communications that include information that you do not have the right to disclose or make available under any law or under contractual or fiduciary relationships (such as insider information, or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements).

Upload, post, e-mail, transmit or otherwise make available any content or initiate communication that infringes upon patents, trademarks, trade secrets, copyrights, or other proprietary rights.

Upload, post, e-mail, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes" or any other form of solicitation. This prohibition includes but is not limited to: a) using MS CYRIGO WEB SITE 's invitations to send messages to people who don't know you or who are unlikely to recognize you as a known contact; b) using MS CYRIGO WEB SITE 's to connect to people who don't know you and then sending unsolicited promotional messages to those direct connections without their permission and c) sending messages to distribution lists, newsgroup aliases, or group aliases.

Upload, post, e-mail, transmit or otherwise make available any material that contains software viruses, or any other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment.

Stalk or harass anyone.

Forge headers or otherwise manipulate identifiers to disguise the origin of any communication transmitted through MS CYRIGO WEB SITE 's Services. Post content in fields that aren't intended for that content. Example: Putting an address in a name or title field.

Interfere with or disrupt the MS CYRIGO WEB SITE 's Services or servers or networks connected to the MS CYRIGO WEB SITE 's Services, or disobey any requirements, procedures, policies or regulations of networks connected to the MS CYRIGO WEB SITE 's Services.

### **International Use**

Recognizing the global nature of the Internet, you agree to comply with all applicable local rules including but not limited to rules regarding online conduct and acceptable content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

### **Information Provided on this Web Site**

While using the MS CYRIGO WEB SITE 's Services, users may provide information about themselves that may be visible to certain other users (see our Privacy Policy to learn more about information collected on this Web site). You understand that by posting materials on the MS CYRIGO WEB SITE 's Web site or otherwise providing materials to MS CYRIGO WEB SITE, you are granting to MS CYRIGO WEB SITE and its affiliates a royalty-free, perpetual, irrevocable license to use this information in the course of offering MS CYRIGO WEB SITE 's Services. Furthermore, you understand that MS CYRIGO WEB SITE retains the right to reformat, excerpt or translate any materials submitted by you. You understand that all information publicly posted or privately transmitted through the MS CYRIGO WEB SITE 's website is the sole responsibility of the person from which such content originated, and that MS CYRIGO WEB SITE will not be liable for any errors or omissions in any content. You understand that MS CYRIGO WEB SITE cannot guarantee the identity of any other users with whom you may interact while using MS CYRIGO WEB SITE Web Site. Additionally, we cannot guarantee the authenticity of any data that users may provide about themselves or relationships they may describe.

### **Access to Service**

Use of manual or automated software, devices or other processes to "crawl" or "spider" any Web pages contained in the MS CYRIGO WEB SITE Web site is strictly prohibited. You agree not to monitor or copy, or allow others to monitor or copy, our Web pages or the content included herein. You also agree not to "frame" or otherwise simulate the appearance or function of this Website. Furthermore, you agree not to take any action that interferes with the proper working of or places an unreasonable load on our infrastructure, including but not limited to unsolicited communications, attempts to gain unauthorized access or transmission or activation of computer viruses.

## **Communications**

While providing you services, MS CYRIGO WEB SITE may need to communicate with you via e-mail (see our Privacy Policy to learn more about communications). You agree to receive e-mails that are specific to your account and necessary for the normal functioning of the MS CYRIGO WEB SITE 's Services, including welcome e-mails, which help inform our about services, special offerings, and various educational opportunities that MS CYRIGO WEB SITE offers. You also agree to have your name and/or e-mail address listed in the header of certain communications that you initiate through the MS CYRIGO WEB SITE Web Site.

## **Monitoring and Enforcement**

While we have the right to monitor activity and content associated with MS CYRIGO WEB SITE Services, we are not obligated to do so. And since we do not, and may not have the ability to, control or actively monitor content we don't guarantee its accuracy, integrity, or quality. Because community standards vary and individuals sometimes choose not to comply with our policies and practices, in the process of using our Web site, you may be exposed to content that you find offensive or objectionable. You can contact our Customer Service Department to let us know of content that you find objectionable. We may investigate the complaints and violations of our policies that come to our attention and may take any action that we believe is appropriate, including, but not limited to issuing warnings, removing the content, or terminating accounts and/or subscriptions. However, because situations and interpretations vary, we also reserve the right not to take any action. Under no circumstances will we be liable in any way for any content, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of, access to, or denial of access to any content on the Web site.

## **Fees**

Signing up for MS CYRIGO WEB SITE 's newsletter and/or practice questions is free. MS CYRIGO WEB SITE reserves the right to charge for any MS CYRIGO WEB SITE offers or any portion thereof, modify the pricing of, add to, or discontinue a MS CYRIGO WEB SITE Service or any portion thereof without prior notice.

## **Indemnification**

By accepting this User Agreement, you agree to indemnify and otherwise hold harmless MS CYRIGO WEB SITE and its affiliates, its officers, employees, agents, subsidiaries, affiliates and other partners from any direct, indirect, incidental, special, consequential or exemplary damages resulting from: i) your use of the MS CYRIGO WEB SITE Web Site, ii) unauthorized access to or alteration of your communications with or through MS CYRIGO WEB SITE Services or iii) any other matter relating to the MS CYRIGO WEB SITE . Any business transactions which may arise between users or third – party entities from their use of MS CYRIGO WEB SITE are the sole responsibility of the users involved. Without limitation of the terms and conditions set forth in our Privacy Policy, you understand and agree that MS CYRIGO WEB SITE may disclose personally identifiable information if required to do so by law or in the good faith belief that such disclosure is reasonably necessary to comply with legal process, enforce this User Agreement, or protect the rights, property or safety of MS CYRIGO WEB SITE, its users and the public.

## **Disclaimer of Warranties**

YOU UNDERSTAND AND AGREE THAT MS CYRIGO WEB SITE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND THAT MS CYRIGO WEB SITE DOES NOT ASSUME ANY RESPONSIBILITY FOR PROMPT OR PROPER DELIVERY OR RETENTION OF ANY USER INFORMATION OR COMMUNICATIONS BETWEEN USERS. MS CYRIGO WEB SITE ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OR EXISTENCE OF ANY COMMUNICATIONS BETWEEN USERS. MS CYRIGO WEB SITE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

MS CYRIGO WEB SITE MAKES NO WARRANTY THAT: i) MS CYRIGO WEB SITE Service offerings WILL MEET YOUR REQUIREMENTS, ii) MS CYRIGO WEB SITE Service offerings WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, iii) THE RESULTS THAT MAY BE OBTAINED FROM USE OF MS CYRIGO WEB SITE WILL BE ACCURATE OR RELIABLE, iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH MS CYRIGO WEB SITE WILL MEET YOUR EXPECTATIONS AND v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF MS CYRIGO WEB SITE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM MS CYRIGO WEB SITE OR THROUGH OR FROM MS CYRIGO WEB SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS USER AGREEMENT.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

### **Entire Agreement**

The User Agreement constitutes the entire agreement between you and MS CYRIGO WEB SITE and governs your use of the MS CYRIGO WEB SITE Service offerings, superseding any prior agreements between you and MS CYRIGO WEB SITE.

### **Limitation of Liability**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT MS CYRIGO WEB SITE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF MS CYRIGO WEB SITE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN NO EVENT WILL MS CYRIGO WEB SITE 'S TOTAL CUMULATIVE DAMAGES EXCEED U.S. \$100.

### **General Information**

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