

# TOS

## Introduction

Thanks for using the Sibila service! Please read these Sibila terms of service (“Terms of Service”) carefully.

These Terms will be applied fully and affect to your use of Sibila.

The creator of Sibila is TIVENOS LLC (headquarters: 9000 Sheridan Street Suite 138, Miami Florida. USA 33024 TAX ID **85-0801918** and its subcontractors and partners (hereinafter: SIBILA).

This is an agreement between the entity that you represent (hereinafter “you” or “your”) and the creator of the Sibila SIBILA governing your use of Sibila service.

By using Sibila service, you agreed to accept all terms and conditions written in here. You must not use Sibila service if you disagree with any of these Terms and Conditions.

## Usage

By using the Sibila service you agree to the payment terms and agree to pay the price of the Sibila. It is your responsibility to use the Sibila in compliance with the local law, may the Sibila is not as strict as the local law of tax. SIBILA assumes no responsibility for any damages resulting from the use of Sibila’s service. To avoid any problems, please check with the test account if it is working properly. SIBILA does everything it can to the right operation. Sibila service connects Zoho with third-party applications, SIBILA assumes no responsibility for the availability and proper functioning of these services. SIBILA does not guarantee that all features of the application will be accessible by Sibila.

## Intellectual Property Rights

Other than the content you own, under these Terms, SIBILA and/or its licensors own all the intellectual property rights and materials contained in Sibila service.

You are granted limited license only for purposes of using the material contained on Sibila service.

## Restrictions

You are specifically restricted from all of the following:

- publishing any Sibila material in any other media;
- selling, sublicensing, and/or otherwise commercializing any Sibila material;
- publicly performing and/or showing any Sibila material;
- using Sibila service in any way that is or may be damaging to Sibila service;
- using Sibila service in any way that impacts user access to Sibila service;
- using Sibila service contrary to applicable laws and regulations, or in any way may cause harm to the Sibila, or to any person or business entity;
- using Sibila service to engage in any advertising or marketing.

Certain areas of Sibila service are restricted from being access by you and SIBILA may further restrict access by you to any areas of Sibila service, at any time, at absolute

discretion. Any user ID, password, and Authtoken you may have for the Sibila service are confidential and you must maintain confidentiality as well.

## **Your Content**

In these Sibila Standard Terms and Conditions, “Your Content” shall mean any audio, video, text, images, or other material you choose to add to the Sibila service. By transferring Your Content, you grant SIBILA a non-exclusive, worldwide irrevocable, sub-licensable license to use, reproduce, adapt, publish, translate and distribute it for your benefit.

Your Content must be your own and must not be invading any third-party’s rights. SIBILA reserves the right to restrict access at any time.

## **No warranties**

Sibila service is provided “as is,” with all faults, and SIBILA expresses no representations or warranties, of any kind related to Sibila service or the materials produced or distributed by Sibila service. Also, nothing contained on Sibila service shall be interpreted as advising you.

## **Limitation of liability**

In no event shall SIBILA, nor any of its officers, directors, and employees shall be held liable for anything arising out of or in any way connected with your use of Sibila service whether such liability is under contract. SIBILA, including its officers, directors, and employees shall not be held liable for any indirect, consequential, or special liability arising out of or in any way related to your use of Sibila service.

## **Indemnification**

You hereby indemnify to the fullest extent SIBILA from and against any and/or all liabilities, costs, demands, causes of action, damages, and expenses arising in any way related to your breach of any of the provisions of these Terms.

## **Severability**

If any provision of these Terms is found to be invalid under any applicable law, such provisions shall be deleted without affecting the remaining provisions herein.

## **Variation of Terms**

SIBILA is permitted to revise these Terms at any time as it sees fit, and by using the Sibila service you are expected to review these Terms on a regular basis.

## **Assignment**

SIBILA is allowed to assign, transfer, and subcontract its rights and/or obligations under these Terms without any notification. However, you are not allowed to assign, transfer, or subcontract any of your rights and/or obligations under these Terms.

## **Entire Agreement**

These Terms constitute the entire agreement between SIBILA and you in relation to your use of Sibila service and supersede all prior agreements and understandings.

## **Governing Law & Jurisdiction**

These Terms will be governed by and interpreted in accordance with the laws of United States of America (USA), and you submit to the non-exclusive jurisdiction of the state courts located in USA for the resolution of any disputes.