

Terms of Service and Privacy Policy

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iGPIO® Terms of Service

Welcome to iGPIO!

Thanks for using our products and services (“Services”). The Services are provided by CyberLogic, Inc. (“CyberLogic, Inc.”), located at 611 Broadway, Suite 707, New York, NY 10012, United States.

By using our Services, you are agreeing to these terms. Please read them carefully. Our Services are very diverse, so sometimes additional terms or product requirements may apply. Additional terms will be available with the relevant Services, and those additional terms become part of your agreement with us if you use those Services.

Using our Services

You must follow any policies made available to you within the Services.

Don’t misuse our Services. For example, don’t interfere with our Services or try to access them using a method other than the interface and the instructions that we provide. You may use our Services only as permitted by law, including applicable export and re-export control laws and regulations. We may suspend or stop providing our Services to you if you do not comply with our terms or policies or if we are investigating suspected misconduct.

Using our Services does not give you ownership of any intellectual property rights in our Services or the content you access. These terms do not grant you the right to use any branding or logos used in our Services. Don’t remove, obscure, or alter any legal notices displayed in or along with our Services. In connection with your use of the Services, we may send you service announcements, administrative messages, and other information. You may opt out of some of those communications.

Some of our Services are available on mobile devices. Do not use such Services in a way that distracts you and prevents you from obeying traffic or safety laws.

Your iGPIO Account

You will need an iGPIO Account in order to use any of our Services. You may create your own iGPIO Account, or your iGPIO Account may be assigned to you by an administrator, such as your employer or educational institution, or by iGPIO itself. If you are using an iGPIO Account assigned to you by an administrator, different or additional terms may apply and your administrator may be able to access or disable your account. To protect your iGPIO Account, keep your password confidential. You are responsible for the activity that happens on or through your iGPIO Account. Try not to reuse your iGPIO Account password on third-party applications. If you learn of any unauthorized use of your password or iGPIO Account, contact us at info@iGPIO.net.

Privacy and Copyright Protection

iGPIO’s privacy policies (see below) explain how we treat your personal data and protect your privacy when you use our Services. By using our Services, you agree that iGPIO can use such data in accordance with our privacy policies.

Patents

The iGPIO® product and related services are protected by U.S. Patent No. 9,727,046 and are the subject of Chinese Published Application No. 107534562 A and European Published Application No. 3259878 A1.

Your Content in our Services

Some of our Services allow you to upload, submit, store, send or receive content. You retain ownership of any intellectual property rights that you hold in that content. In short, what belongs to you stays yours.

You can find more information about how *iGPIO* uses and stores user information in the privacy policy or additional terms for particular Services. If you submit feedback or suggestions about our Services, we may use your feedback or suggestions without obligation to you.

Modifying and Terminating our Services

We are constantly changing and improving our Services. We may add or remove functionalities or features, and we may suspend or stop a Service altogether.

You can stop using our Services at any time, although we'll be sorry to see you go. *iGPIO* may also stop providing Services to you, or add or create new limits to our Services at any time.

We believe that you own your data and preserving your access to such data is important. If we discontinue a Service, where reasonably possible, we will give you reasonable advance notice and a chance to get information out of that Service, as well as a refund where applicable.

Our Warranties and Disclaimers

We provide our Services using a commercially reasonable level of skill and care and we hope that you will enjoy using them. But there are certain things that we don't promise about our Services.

OTHER THAN AS EXPRESSLY SET OUT IN THESE TERMS OR ADDITIONAL TERMS, NEITHER *iGPIO* NOR ITS SUPPLIERS OR DISTRIBUTORS MAKE ANY SPECIFIC PROMISES ABOUT THE SERVICES. FOR EXAMPLE, WE DON'T MAKE ANY COMMITMENTS ABOUT THE CONTENT WITHIN THE SERVICES, THE SPECIFIC FUNCTIONS OF THE SERVICES, OR THEIR RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. WE PROVIDE THE SERVICES "AS IS".

SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES.

Liability for our Services

WHEN PERMITTED BY LAW, *iGPIO*, AND *iGPIO*'s SUPPLIERS AND DISTRIBUTORS, WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES, OR DATA, FINANCIAL LOSSES OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES.

TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF *iGPIO*, AND ITS SUPPLIERS AND DISTRIBUTORS, FOR ANY CLAIMS UNDER THESE TERMS, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT YOU PAID US TO USE THE SERVICES (OR, IF WE CHOOSE, TO SUPPLYING YOU THE SERVICES AGAIN).

IN ALL CASES, *iGPIO*, AND ITS SUPPLIERS AND DISTRIBUTORS, WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT MAY BE INCURRED BY THE USER.

Business uses of our Services

If you are using our Services on behalf of a business, that business accepts these terms. It will hold harmless and indemnify *iGPIO* and its affiliates, officers, agents, and employees from any claim, suit or action arising from or related to the use of the Services or violation of these terms, including any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs and attorneys' fees.

About these Terms

We may modify these terms or any additional terms that apply to a Service, for example, to reflect changes to the law or changes to our Services. You should look at the terms regularly. We'll post notice of modifications to these terms on this page. We'll post notice of modified additional terms in the applicable Service. Changes will not apply retroactively and will become effective no sooner than fourteen days after they are posted. However, changes addressing new functions for a Service or changes made for legal reasons will be effective immediately. If you do not agree to the modified terms for a Service, you should discontinue your use of that Service.

If there is a conflict between these terms and the additional terms, the additional terms will control for that conflict.

These terms control the relationship between *iGPIO* and you. They do not create any third party beneficiary rights.

If you do not comply with these terms, and we don't take action right away, this doesn't mean that we are giving up any rights that we may have (such as taking action in the future).

If it turns out that a particular term is not enforceable, this will not affect any other terms. The laws of New York, U.S.A., excluding New York's conflict of laws rules, will apply to any disputes arising out of or relating to these terms or the Services. All claims arising out of or relating to these terms or the Services will be litigated exclusively in the federal or state courts of New York County, New York, USA, and you and *iGPIO* consent to personal jurisdiction in those courts.

To contact *iGPIO*, please use the email address info@iGPIO.net.

***iGPIO*® Privacy Policy**

Our Privacy Policy explains:

- What information we collect and why we collect it.
- How we use that information.
- The choices we offer, including how to access and update information.

Your privacy matters to *iGPIO* so whether you are new to *iGPIO* or a long-time user, please do take the time to get to know our practices – and if you have any questions email us at info@iGPIO.net

Information we collect

We collect very little information from you, but for example we do use Google Ads on our website so Google will use its information about you to present specific ads to you.

We collect information in two ways:

- **Information you give us.** For example, many of our services require you to sign up for an *iGPIO* Account. When you do, we'll ask for personal information, like your name, email address, and also ask you to choose a password. If you want to use one of our premium ("VIP") accounts, we will also ask you for credit card info.

- **Information we get from your use of our services.** We collect information about the Services that you use and how you use them, like how many devices you are using and how many channels you use on each device. We may also collect information on how often you update the *iGPIO* website, and how many system emails you send per day. We do this in order to ensure the reliability of the Services.

How we use information we collect

We use the information we collect from our Services to provide, maintain, protect and improve them, to develop new ones, and to protect *iGPIO* and our users. When you contact *iGPIO*, we keep a record of your communication to help solve any issues you might be facing. We may use your email address to inform you about our Services, such as letting you know about upcoming changes or improvements.

We will ask for your consent before using information for a purpose other than those that are set out in this Privacy Policy.

Information we share

We do not share any of your personal information with any companies, organizations and individuals outside of *iGPIO* unless one of the following circumstances applies:

- **With your consent**

We will share personal information with companies, organizations or individuals outside of *iGPIO* when we have your consent to do so. We require opt-in consent for the sharing of any sensitive personal information.

- **With domain administrators**

If your *iGPIO* Account is managed for you by someone other than yourself (“domain administrator(s)”), then that/those person or persons and/or resellers who provide user support to your organization will have access to your *iGPIO* Account information (including your email and other data). Your domain administrator may be able to:

- view statistics regarding your account, like statistics regarding applications you install.
- change your account password.
- suspend or terminate your account access.
- access or retain information stored as part of your account.
- receive your account information in order to satisfy applicable law, regulation, legal process or enforceable governmental request.
- restrict your ability to delete or edit information or privacy settings.

Please refer to your domain administrator’s privacy policy for more information.

- **For external processing**

We provide personal information to our Merchant Services (i.e., PayPal) to process credit card payments for us, based on our instructions and in compliance with our Privacy Policy and any other appropriate confidentiality and security measures.

- **For legal reasons**

We will share personal information with companies, organizations or individuals outside of *iGPIO* if we have a good-faith belief that access, use, preservation or disclosure of the information is reasonably necessary to:

- meet any applicable law, regulation, legal process or enforceable governmental request.
- enforce applicable Terms of Service, including investigation of potential violations.
- detect, prevent, or otherwise address fraud, security or technical issues.
- protect against harm to the rights, property or safety of *iGPIO*, our users or the public as required or permitted by law.

We may share aggregated, non-personally identifiable information publicly and with our partners – like advertisers or connected sites. For example, we may share information publicly to show trends about the general use of our services.

If *iGPIO* is involved in a merger, acquisition or asset sale, we will continue to ensure the confidentiality of any personal information and give affected users notice before personal information is transferred or becomes subject to a different privacy policy.

Information security

We work hard to protect *iGPIO* and our users from unauthorized access to or unauthorized alteration, disclosure or destruction of information we hold. In particular:

- We encrypt our service [using SSL](#) and your password is encrypted as well
- We review our information collection, storage and processing practices, including physical security measures, to guard against unauthorized access to systems.
- We restrict access to personal information to *iGPIO* employees, contractors and agents who need to know that information in order to process it for us, and who are subject to strict contractual confidentiality obligations and may be disciplined or terminated if they fail to meet these obligations.

When this Privacy Policy applies

Our Privacy Policy applies to all of the services offered by *iGPIO* and its affiliates, but excludes services that have separate privacy policies that do not incorporate this Privacy Policy.

Our Privacy Policy does not apply to services offered by other companies or individuals, including products or sites that may be displayed to you on our web pages, or other sites linked from our Services. Our Privacy Policy does not cover the information practices of other companies and organizations who advertise our Services, and who may use cookies, pixel tags and other technologies to serve and offer relevant ads.

Compliance and cooperation with regulatory authorities

We regularly review our compliance with our Privacy Policy. When we receive formal written complaints, we will contact the person who made the complaint to follow up. We work with the appropriate regulatory authorities, including local data protection authorities, to resolve any complaints regarding the transfer of personal data that we cannot resolve with our users directly.

Changes

Our Privacy Policy may change from time to time. We will not reduce your rights under this Privacy Policy without your explicit consent. We will post any privacy policy changes on this page and, if the changes are significant, we will provide a more prominent notice (including, for certain services, email notification of privacy policy changes). We will also keep prior versions of this Privacy Policy in an archive for your review.