

# Terms of Service

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## 1. TERMS

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## 4. LIMITATION OF LIABILITY.

IN NO EVENT SHALL KANT & SYSIK OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF DATA OR PROFIT, OR DUE TO BUSINESS INTERRUPTION) ARISING OUT OF THE USE OR INABILITY TO USE BRUTU, EVEN IF KANT & SYSIK OR A KANT & SYSIK AUTHORIZED REPRESENTATIVE HAS BEEN NOTIFIED ORALLY OR IN WRITING OF THE POSSIBILITY OF SUCH DAMAGE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, OR LIMITATIONS OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THESE LIMITATIONS MAY NOT APPLY TO YOU.

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THE LIMITATIONS AND DISCLAIMER IN THIS SECTION 5 DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

You acknowledge that the Services have not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that functions of the Applications meet your requirements.

Where you have been supplied the Services for domestic and private use only you agree not to use the Applications and Services for any commercial, business or resale purposes which are not first authorized by Kant & Sysiak.

You agree that Kant & Sysiak, its owners, officers, employees and agents have no liability to you for any loss of employment, wages, salary, profit, loss of business, business interruption, or loss of business opportunity.

You are solely responsible for maintaining the confidentiality of the device through which you access the Services and for restricting access to your password and to your computer while logged into the Services. You accept responsibility for all activities that occur under your account or device.

Our maximum aggregate liability under or in connection with these Terms (including your use of any Application or Services) whether in contract, tort (including negligence) any cause of action or otherwise, or under any theory of damages, shall in all circumstances be limited to the amount you paid for the Services in the last twelve (12) months.

## 5. INDEMNITY

You agree to indemnify and hold Kant & Sysiak and its officers, directors, employees, and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees), arising out of or in connection with: (i) your use of the Services or services or goods obtained through your use of the Services; (ii) your breach or violation of any of these Terms; (iii) Kant & Sysiak's use of your User Content; or (iv) your violation of the rights of any third party, including Third Party Providers.

## 6. ACCURACY OF MATERIALS

The materials appearing in could include technical, typographical, or photographic errors. Kant & Sysiak does not warrant that any of the materials on are accurate, complete or current. Kant & Sysiak may make changes to the materials contained in at any time without notice. However Kant & Sysiak does not make any commitment to update the materials.

## 7.FEES AND PAYMENT

You may be required to purchase or pay a fee to access some of our services. You agree to provide current, complete, and accurate purchase and account information for all purchases made via . You further agree to promptly update account and payment information, including email address, payment method, and payment card expiration date, so that we can complete your transactions and contact you as needed. We bill you through an online billing account for purchases made via .

You agree to pay all charges or fees at the prices then in effect for your purchases, and you authorize us to charge your chosen payment provider for any such amounts upon making your purchase. If your purchase is subject to recurring charges, then you consent to our charging your payment method on a recurring basis without requiring your prior approval for each recurring charge, until you notify us of your cancellation. We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment. We also reserve the right to refuse any order placed through the Site.

## 7. LINKS

Kant & Sysiak has not reviewed all of the sites linked to and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by Kant & Sysiak of the site. Use of any such linked website is at the user's own risk.

## 8. MODIFICATIONS

Kant & Sysiak may revise these terms of service for at any time without notice. By using you are agreeing to be bound by the then current version of these terms of service.

## 9. GOVERNING LAW

These Terms of Use and your use of the Site are governed by and construed in accordance with the laws of the Washington State (United States) applicable to agreements made and to be entirely performed within the Washington States (United States), without regard to its conflict of law principles.

## 10. DISPUTE RESOLUTION

### INFORMAL NEGOTIATIONS

To expedite resolution and control the cost of any dispute, controversy, or claim related to these Terms of Use (each a “Dispute” and collectively, the “Disputes”) brought by either you or us (individually, a “Party” and collectively, the “Parties”), the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty (30) days before initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.

### BINDING ARBITRATION

If the Parties are unable to resolve a Dispute through informal negotiations, the Dispute (except those Disputes expressly excluded below) will be finally and exclusively resolved by binding arbitration. YOU UNDERSTAND THAT WITHOUT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association (“AAA”) and, where appropriate, the AAA’s Supplementary Procedures for Consumer Related Disputes (“AAA Consumer Rules”), both of which are available at the AAA website [www.adr.org](http://www.adr.org). Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Consumer Rules and, where appropriate, limited by the AAA Consumer Rules. If such costs are determined to be by the arbitrator to be excessive, we will pay all arbitration fees and expenses. The arbitration may be conducted in person, through the submission of documents, by phone, or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by either Party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except where otherwise required by the applicable AAA rules or applicable law, the arbitration will take place in Thurston County, WA. Except as otherwise provided herein, the Parties may litigate in court to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

If for any reason, a Dispute proceeds in court rather than arbitration, the Dispute shall be commenced or prosecuted in the state and federal courts located in Thurston County, WA, and the Parties hereby consent to, and waive all defenses of lack of personal jurisdiction, and forum non conveniens with respect to venue and jurisdiction in such state and federal courts. Application of the United Nations Convention on Contracts for the International Sale of Goods and the the Uniform Computer Information Transaction Act (UCITA) are excluded from these Terms of Use.

In no event shall any Dispute brought by either Party related in any way to the Site be commenced more than one (1) years after the cause of action arose. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

### RESTRICTIONS

The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. To the full extent permitted by law, (a) no arbitration shall be joined with any other proceeding; (b) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

### EXCEPTIONS TO INFORMAL NEGOTIATIONS AND ARBITRATION

The Parties agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (a) any Disputes seeking to enforce or protect, or concerning the validity of, any of the intellectual property rights of a Party; (b) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use; and (c) any claim for injunctive relief. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

### CORRECTIONS

There may be information on the Site that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Site at any time, without prior notice.

### 10. CONTACT US

In order to resolve a complaint regarding the Site or to receive further information regarding use of the Site, please contact us at: Kant & Sysiak  
403 Terry Ave, APT 204,  
Seattle,  
WA 98104  
[hello@brutu.app](mailto:hello@brutu.app)  
[www.brutu.app](http://www.brutu.app)