

## gomsix.com - Terms of Service

**gomsix.com** is a web service provided by [Caphyon](#). By using the Service, you agree to the terms herein. Please read them carefully.

### 1. DEFINITIONS

- "Caphyon" means Caphyon S.R.L., Str. Ana Ipatescu Nr. 51, Dolj, Craiova, 200340, European Union, Romania.
- "Service" means the gomsix.com web based service, the web browser extension with the same name, and corresponding documentation, printed materials, online or electronic documentation.
- "Account" means any information connected to your personal email address that you provided on [www.gomsix.com](http://www.gomsix.com), including: users, reports, email templates, resources, data.
- "Resources" means the sources that are available in the Account for gathering Data.
- "Data" means the website activity you have on while using our website, at [www.gomsix.com](http://www.gomsix.com)
- "Terms of Service" - means the Agreement between you and Caphyon.

### 2. DESCRIPTION OF THE SERVICE

gomsix.com is a Service of Caphyon that offers a free cloud conversion to MSIX. By signing up for the Service, you agree to comply with the following Terms of Service, which govern Caphyon's relationship with You in relation to the Service.

Caphyon reserves the right to modify, suspend or discontinue the Service at any time, with or without notice, and without any responsibility or liability to you, including, but not limited to, suspending or discontinuing the Service

as a result of overuse of the Service or use of the Service for reasons not intended or anticipated, as determined by Caphyon at its sole discretion.

**Warranties and Limitations.** You understand and acknowledge that the Service is provided to you by Caphyon on an AS IS and AS AVAILABLE basis. Caphyon provides no express warranties, guarantees, or conditions related to the Site or Service. To the extent permitted by law, Caphyon disclaims any implied warranties including those of merchantability, fitness for a particular purpose, workmanlike effort, and non-infringement and including those arising by usage of trade, course of dealing, or course of performance. Without limiting the generality of the foregoing, Caphyon does not warrant that the Service will be accurate, error-free, virus-free, or uninterrupted or that it will meet any specific requirements of a User or Subscriber.

While Caphyon will take commercially reasonable endeavours to make the service available 24 hours per day and 7 days per week (except for planned maintenance), Caphyon disclaims all responsibility and liability for the availability, security or reliability of the Service.

### 3. CONDITIONS GOVERNING SUBSCRIBERS.

For purposes of this Agreement, all users of [www.gomsix.com](http://www.gomsix.com) can use the service for free, until further notice.

### 4. USE OF THE SERVICE

The Service is made available in accordance with the "Children's Online Privacy Protection Act of 1998" (you must be at least thirteen (13) years old to use the Service). On signing up, you must provide current and accurate identification information, and other data that may be required during the

registration process and/or use of the Service. You are responsible for maintaining the confidentiality of your Service Account and password, and for all activities performed thereunder.

You agree that you will use the Service in compliance with all applicable local, state, national, and international laws, rules and regulations, including any laws regarding the transmission of technical data exported from your country of residence.

You agree that you are responsible for your own communications and for any consequences thereof. You shall not, shall not agree to, and shall not authorize or encourage any third party to: (i) use the Service to upload, transmit or otherwise distribute any content that is unlawful, defamatory, harassing, abusive, fraudulent, obscene, or contains viruses; (ii) upload, transmit or otherwise distribute content that infringes upon another party's intellectual property rights or other proprietary, contractual or fiduciary rights or obligations; (iii) prevent others from using the Service; or (iv) use the Service for any fraudulent or inappropriate purpose. Violation of any of the foregoing may result in immediate termination of the Service, and may subject you to state and federal penalties and other legal consequences. Caphyon reserves the right, but shall have no obligation, to investigate your use of the Service in order to determine whether a violation of this agreement has occurred or to comply with any applicable law, regulation, legal process or governmental request.

## **5. CONTENT OF THE SERVICE**

Caphyon takes no responsibility for third party content (including, without limitation, any viruses or other disabling features), nor does Caphyon have any obligation to monitor such third party content.

Caphyon reserves the right, at all times, to remove or refuse to distribute any content on the Service, such as content which violates the terms of the Terms of Service herein. Caphyon also reserves the right to access, read, preserve, and disclose any information as it reasonably believes is necessary to (a) satisfy any applicable law, regulation, legal process or governmental request, (b) enforce the Terms of Service, including investigation of potential violations hereof, (c) detect, prevent, or otherwise address fraud, security or technical issues (including, without limitation, the filtering of spam), (d) respond to user support requests, or (e) protect the rights, property or safety of Caphyon, its users and the public. Caphyon is not responsible or liable for the exercise or non- exercise of its rights under the Terms of Service agreement.

## 6. INTELLECTUAL PROPERTY RIGHTS

You acknowledge that Caphyon owns all right, title and interest in and to the Service, including without limitation all intellectual property rights including, but not limited to, any and all text, graphics, software, data, information, images, music, sound, video, audiovisual works, and data associated with the Service (the "Caphyon Rights"), and such Caphyon Rights are protected by U.S. and international intellectual property laws.

Accordingly, you agree that you will not copy, reproduce, alter, modify, or create derivative works from the Service. You also agree that you will not use any robot, spider, other automated device to monitor or copy any content from the Service. Caphyon Rights include rights to (i) the Service developed and provided by Caphyon; and (ii) all software associated with the Service.

Caphyon Rights do not include third-party content used as part of Service, including the content of communications appearing on the Service.

Caphyon does not claim any ownership in any of the content, including any text, data, information, images, photographs, music, sound, video, or other material, that you upload, transmit or store on [www.gomsix.com](http://www.gomsix.com). Caphyon will not use any of your content for any purpose except to provide you with the Service.

**Trademarks, Copyrights, Proprietary Rights.** Caphyon owns the visual interfaces, interactive features, graphics, design, compilation, computer code, products, software, and all other elements and components of the Service ("Caphyon Content").

Users may not modify, reproduce, distribute, create derivative works or adaptations of, publicly display or in any way exploit any of the Caphyon Content in whole or in part except as expressly authorized in writing by Caphyon. Caphyon does not grant any express or implied rights in Caphyon Content to Subscribers, and all rights in and to the Site and to Caphyon's Content are retained and reserved by Caphyon.

Moreover, the term Caphyon and anything on the site that identifies or distinguishes Caphyon from other goods or services that are registered or unregistered trademarks of the Company (the "Caphyon Trademarks"). Except as otherwise permitted by law, you agree not to display or use in any manner the Caphyon Trademarks without the Company's prior written consent.

**Copyright Infringement.** If you believe that your work has been used in a way that constitutes copyright infringement, or your intellectual property

rights have been otherwise violated, please notify Caphyon at [legal@caphyon.com](mailto:legal@caphyon.com).

You must provide all of the following in writing: identify the copyrighted work that you claim has been infringed (or if multiple copyrighted works, then a representative list of such works); identify the content on the Service that you claim is infringing with enough detail so that Caphyon may locate it; provide a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; provide a statement by you declaring that the notification is accurate, and, under penalty of perjury, that you are the exclusive owner of the copyright interest involved or that you are authorized to act on behalf of the exclusive owner; provide information reasonably sufficient to permit Caphyon to contact you, such as an address, telephone number, and email address; and your physical or electronic signature.

Upon receipt of notice as described above, Caphyon will take whatever action, in its sole discretion, it deems appropriate, including removal of the challenged use from the Service.

## **7. REPRESENTATIONS AND WARRANTIES**

You represent and warrant that (a) all of the information provided by you to Caphyon to participate in the Service is correct and current; and (b) you have all necessary right, power and authority to enter into the Terms of Service herein and to perform the acts required of you hereunder.

## **8. PRIVACY**

Caphyon will never share your personal information with any third party. All your personal information will be handled in compliance with any applicable privacy laws.

Caphyon may monitor or disclose your personal information, including the content of your emails, if required to do so in order to comply with any valid legal process or governmental request (including, but not limited to, pursuant to a search warrant, subpoena, statute, or court order), or as otherwise provided in these Terms of Use and the Caphyon [Privacy Policy](#).

Personal information that is collected by or sent to Caphyon may be stored and processed in any country in which Caphyon maintains facilities. By using the gomsix.com service, you consent to any such transfer of information outside of your country.

Caphyon will provide the Service in compliance with all applicable local, state, national, and international laws, rules and regulations.

## 9. ACCOUNT INACTIVITY

After a period of inactivity, whereby a user fails to use the service for a period of six months, Caphyon reserves the right to disable or terminate the Account and all related data.

## 10. TERMINATION; CANCELLATION

**Cancellation.** You may cancel your Account at any time by sending an email at [support@advancedinstaller.com](mailto:support@advancedinstaller.com).

When you cancel your gomsix.com account, your account will be permanently removed from our servers and you need to resubscribe if you wish to access our service again.

A terminated account may continue to exist until the cancellation takes effect. Caphyon may at any time and for any reason terminate the Services, terminate this agreement, or suspend or terminate your Account. In the event of termination, your Account will be disabled and you may not be granted access to your Account or any files or other content contained in your Account.

Except as set forth above or unless Caphyon has previously canceled or terminated your use of the Services (in which case subsequent notice by Caphyon shall not be required), Caphyon will notify you via email of any such termination or cancellation, which shall be effective immediately upon Caphyon's delivery of such notice. 4, 5, 6, 8, and 10 - 15 of the Terms of Service herein, along with applicable provisions of Section 2 regarding limitation of responsibility and liability, shall survive expiration or termination of this agreement.

## **11. INDEMNIFICATION**

You agree to hold harmless and indemnify Caphyon, and its subsidiaries, affiliates, officers, agents, and employees from and against any third party claim arising from or in any way related to your use of the Service, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature. In such a case, Caphyon will provide you with written notice of such claim, suit or action.

## **12. CHOICE OF LAW; JURISDICTION**

This agreement is to be governed by and construed in accordance with the laws and jurisdiction of the defending party. Service of process upon either party shall be valid if served by registered or certified mail, return receipt



requested and to the most current address provided by such party. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this agreement.

### **13. ASSIGNMENT**

Neither this agreement nor any rights granted hereunder may be sold, leased, assigned, or otherwise transferred, in whole or in part, by you, whether voluntary or by operation of law. Any such attempted assignment shall be void and of no effect without the prior written consent of the parties involved.

### **14. LIMITATION OF LIABILITY**

UNDER NO CIRCUMSTANCES SHALL CAPHYON BE LIABLE TO ANY SUBSCRIBER OF THAT SUBSCRIBER'S USE OR MISUSE OF OR RELIANCE ON THE SERVICE. ARISING FROM ANY CLAIM RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF SUCH LIMITATION OF LIABILITY SHALL APPLY TO PREVENT RECOVERY OF DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, AND PUNITIVE DAMAGES WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, (EVEN IF CAPHYON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). SUCH LIMITATION OF LIABILITY SHALL APPLY WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF AND RELIANCE ON THE SERVICE, FROM INABILITY TO USE THE SERVICE, OR FROM THE INTERRUPTION, SUSPENSION, OR TERMINATION OF THE SERVICE (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES). THIS LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF OTHER SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON THE

SERVICE. THIS LIMITATION SHALL ALSO APPLY TO THE COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, OR LOST DATA. SUCH LIMITATION SHALL FURTHER APPLY WITH RESPECT TO THE PERFORMANCE OR NON-PERFORMANCE OF THE SERVICE OR ANY INFORMATION OR MERCHANDISE THAT APPEARS ON, OR IS LINKED OR RELATED IN ANY WAY TO, THE SERVICE. SUCH LIMITATION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND TO THE FULLEST EXTENT PERMITTED BY LAW.

You acknowledge that Caphyon cannot provide the Service at a reasonable price without limiting its liability as set forth herein, so, as an express condition of use of the Service, you agree to limit Caphyon's potential liability to you as described in this clause. This limitation of liability is a fundamental element of the basis of the bargain between Caphyon and you.

Caphyon does not: (i) guarantee the accuracy, completeness, or usefulness of any information on the Service. Under no circumstances will Caphyon or its affiliates be responsible for any loss or damage resulting from your reliance on information from the Service.

To the extent permitted by applicable law, Caphyon shall not be liable for any consequential, special, or incidental damages or lost profits resulting from your access to or use of the Service, whether based on breach of contract, breach of warranty, tort (including negligence), or any other legal theory. This includes your inability to access or use (including due to modification, suspension, blocking, discontinuance, cancellation, or termination of the Service or any part thereof) the Service. These limitations apply to any matter related to the Service, third party Internet

sites, programs or conduct, viruses or other disabling features, incompatibility between the Service and other services, software, or hardware, and any delay or failure in initiating, conducting, or completing any transmission or transaction in connection with the Service in an accurate or timely manner. These limitations also apply even if this remedy does not fully compensate you for any losses, or fails its essential purpose; or even if Caphyon knew or should have known about the possibility of the damages.

Without limiting the foregoing, under no circumstances shall Caphyon be held liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces, or causes beyond its reasonable control, including, without limitation, Internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, floods, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals, non-performance of third parties, or loss of or fluctuations in heat, light, or air conditioning.

## **15. SEVERABILITY**

If any provision hereof shall be held illegal, invalid or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid and enforceable, and the legality, validity and enforceability of all other provisions of this Agreement shall not be affected.

## **16. ENTIRE AGREEMENT**



The Terms of Service herein, together with [gomsix.com Privacy Policy](#) and [Data Processing Addendum](#), contain the entire agreement between you and Caphyon related to the Service and supersedes all prior agreements and understandings, whether oral or written. It may be amended only by a writing executed by both parties.