

Saygency, LLC Privacy Policy

Last Updated April 23, 2019

This Privacy Policy applies to your access and use of all services that are made available through the Saygency, LLC website, located at www.saygency.com (the “Site”), and is incorporated into and is subject to the Saygency, LLC Terms of Use (the “Terms”). Capitalized terms that are not defined in the Privacy Policy have the meaning given to them in the Terms.

This Privacy Policy only applies to information collected on the Site and is not intended to fully describe the privacy policies of Saygency, LLC. By using the Site, you consent to the privacy practices described in this Policy.

The information that we collect:

- Generally, you can visit the Site without telling us who you are or revealing any Personal Information (when we use the term “Personal Information,” we mean information that can be associated with a specific person and can be used to identify that person, such as name, e-mail address, mailing address, mobile phone number, age, gender, date of birth, as well as additional sensitive information such as your social security number, financial information, financial account information, and other similar types of information. For example, you may provide us with Personal Information when you contact us or request information about us, this Site and our services (whether by email or other means).

When we disclose information:

- We may disclose your information if required to do so by law or in the good-faith belief that such action is necessary to take precautions against liability; to protect Saygency, LLC from fraudulent, abusive, or unlawful uses or activity; to protect the security or integrity of the Site; to investigate and defend ourselves against any third party claims or allegations; to assist government enforcement agencies; or to comply with state and federal laws, in response to a court order, judicial or other government subpoena or warrant.
- We work with third party service providers to provide website development, hosting, and other services for us. To the extent it is necessary for these third party service providers to complete their contractual obligations to us, these third parties may have access to or process your information.
- In the event Saygency, LLC were to be engaged in or contemplating a divestiture, merger, consolidation, or asset sale, or in the unlikely event of a bankruptcy, Saygency, LLC may transfer or assign the information that we have collected from users.

Our Commitment to Children’s Privacy:

We do not proactively engage, knowingly collect or maintain information from persons under 13 years of age, and no part of the Site is directed to persons under 13 years of age.

Our Commitment to Data Security:

No security measures are perfect or impenetrable, so we cannot ensure or warrant the security of any information you transmit to us through the Site, and you do so at your own risk. We also cannot guarantee that such information may not be accessed, disclosed, altered, or destroyed by breach of any of our physical, technical, or managerial safeguards. We are not responsible for circumvention of any privacy settings or security measures contained on the Site. Even after removal, copies of information that you have posted may remain viewable in cached and archived pages or if other users have copied or stored such information.

Visitors from Outside the United States:

This Site is controlled and operated by Saygency, LLC in the United States. If you choose to access the Site from outside the United States, you acknowledge that you might be transferring your information, including Personal Information, outside of those regions to the United States for storage and processing.

Limitation of Liability:

By accessing this Site and/or providing us with Personal Information and other data, you expressly and unconditionally release and hold us harmless from any and all liability for any injuries, loss, or damage of any kind arising from or in connection with the use and/or misuse of such information. In addition, while we take efforts to ensure the proper and appropriate use of data by our service providers that may receive your information from us, we are not responsible for any injuries, loss, or damage of any kind arising from or in connection with the use and/or misuse of your information caused by those service providers.

Changes and Updates to this Privacy Policy:

We reserve the right to make changes to this Privacy Policy at any time. We will notify you about significant changes in the way we treat your information, including by placing a prominent notice on the Site or by sending you an email so that you can choose whether to continue using the Site. Material modifications are effective 30 calendar days after our initial notification or upon your acceptance of the modified Terms. Immaterial modifications are effective upon posting of the updated Privacy Policy or Terms of Service on the Site. Please revisit this page periodically to stay aware of any changes to this Privacy Policy. For the avoidance of doubt, disputes arising hereunder will be resolved in accordance with the Privacy Policy in effect at the time the dispute arose.

Do Not Track Disclosures

Third parties such as advertising networks, analytics providers, and widget providers may collect information about your online activities over time and across different websites when you access or use our Services. Currently, various browsers offer a “Do Not Track” option, but there is no standard for how DNT should work on commercial websites. Due to lack of such standards, the Site does not respond to Do Not Track consumer browser settings.

Our Contact Information:

Please contact us with any questions or comments about this Privacy Policy, your personally identifiable information, our use and disclosure practices, or your consent choices by e-mail at rachel@saygency.com.

Attn: Privacy
Saygency, LLC
127 W. 83rd Street #37
New York, New York 10024

Saygency, LLC Terms of Use

These Terms of Use, together with Saygency, LLC’s Privacy Policy, set forth the terms and conditions (“Terms”) that apply to your access and use of all Saygency, LLC services that are made available through our website, located at www.saygency.com (together, the “Site”). “Saygency, LLC” includes Saygency, LLC and its members and consultants.

By using or accessing the Site you agree to these Terms, as updated from time to time in accordance with Section 4 below. Because Saygency, LLC provides a wide range of services, we may at times ask you to review and accept supplemental terms that apply to your interaction with a service. **These Terms state that any disputes between you and Saygency, LLC must be resolved in arbitration.**

1. **Prohibited Conduct.** You agree not to:
 - A. Use the Site for any illegal purpose, or in violation of any local, state, national, or international law;
 - B. Violate or encourage others to violate the rights of third parties, including intellectual property rights;
 - C. Post, upload, or distribute any content that is unlawful, defamatory, libelous, inaccurate, or that a reasonable person could deem to be objectionable, profane, indecent, pornographic, harassing, threatening, hateful, or otherwise inappropriate;
 - D. Interfere in any way with security-related features of the Site;

- E. Interfere with the operation or any user's enjoyment of the Site, including by uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code, making unsolicited offers or advertisements to other users, or attempting to collect personal information about users or third parties without their consent;
- F. Access, monitor or copy any content or information of the Site using any robot, spider, scraper, or other automated means or any manual process for any purpose without Saygency, LLC's express written permission; or
- G. Perform any fraudulent activity, including impersonating any person or entity, claiming false affiliations, accessing the accounts of other users without permission, or falsifying your identity or any information about you, including age or date of birth.

2. Third Party Content. The Site may contain links to third party websites and services. Saygency, LLC provides such links as a convenience, and does not control or endorse these websites and services. You acknowledge and agree that Saygency, LLC has not reviewed the content, advertising, products, services, or other materials that appear on such third party websites or services, and is not responsible for the legality, accuracy, or appropriateness of any such content, and shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of any such third party websites or services.

3. Intellectual Property. This Site is protected by applicable copyright and other intellectual property laws, and no materials from the Site may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way without our express permission. All trademarks and service marks on the Site belong to Saygency, LLC, except third-party trademarks or service marks, which are the property of their respective owners.

4. Indemnification. You agree that you will be personally responsible for your use of the Site, and you agree to defend, indemnify, and hold harmless Saygency, LLC from and against any and all claims, liabilities, damages, losses, and expenses (including attorneys' and accounting fees and costs), arising out of or in any way connected with (i) your access to, use of, or alleged use of the Site; (ii) your violation of the Terms or any applicable law or regulation; (iii) your violation of any third party right, including without limitation any intellectual property right, publicity, confidentiality, property, or privacy right; or (iv) any disputes or issues between you and any third party. Saygency, LLC reserves the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim.

5. Termination. If you violate these Terms, your permission to use the Site will automatically terminate.

6. Modification of the Terms. Saygency, LLC reserves the right at any time to modify these Terms and to impose new or additional terms or conditions on your use of the Site. Such modifications and additional terms and conditions will be effective immediately upon

notice and incorporated into these Terms. We will make reasonable efforts to notify you of any material changes to the Terms, including, but not limited to, by posting a notice to our website or by sending an email to any address you may have provided to us. Your continued use of the Services following notice will be deemed acceptance of any modifications to the Terms.

7. Disclaimers of Warranties. The Site provided “as is” and on an “as available” basis, without warranty or condition of any kind, either express or implied. Although Saygency, LLC seeks to maintain safe, secure, accurate, and well-functioning services, we cannot guarantee the continuous operation of or access to our Site, and there may at times be inadvertent technical or factual errors or inaccuracies. You assume all risk for any/all damages that may result from your use of or access to the Site. Saygency, LLC does not guarantee the accuracy of, and disclaims all liability for, any errors or other inaccuracies in the information, content, recommendations, and materials made available through the Site.

8. Limitation of Liability. In no event will Saygency, LLC be liable to you for any incidental, special, consequential, direct, indirect, or punitive damages, whether based on warranty, contract, tort (including negligence), statute, or any other legal theory, whether or not Saygency, LLC has been informed of the possibility of such damage. Some jurisdictions do not allow the disclaimer of warranties or limitation of liability in certain circumstances. Accordingly, some of the above limitations may not apply to you.

9. Governing Law. These Terms are governed by the laws of the State of New York, without regard to conflict of law principles. Subject to Section 10, which provides that disputes are to be resolved through binding arbitration, to the extent that any lawsuit or court proceeding is permitted hereunder, you and Saygency, LLC agree to submit to the exclusive personal jurisdiction of the state courts and federal courts located within New York County, New York, for the purpose of litigating all such disputes.

10. Dispute Resolution by Binding Arbitration. In the interest of resolving disputes between you and Saygency, LLC in the most expedient and cost effective manner, you and Saygency, LLC agree to resolve disputes through binding arbitration instead of in courts of general jurisdiction (“Agreement to Arbitrate”). Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Any arbitration under these Terms will take place on an individual basis; class arbitrations and class actions are not permitted. You acknowledge and agree that the arbitrator may award relief (including monetary, injunctive, and declaratory relief) only in favor of the individual party seeking relief and only to the extent necessary to provide relief necessitated by that individual party’s claim(s). Any relief awarded cannot affect other users.

11. Modification of the Site. Saygency, LLC reserves the right to modify or discontinue, temporarily or permanently, some or all of the Site at any time without any notice or further obligation to you. You agree that Saygency, LLC will not be liable to you or to any third party for any modification, suspension, or discontinuance of any of the Site.

12. General.

- A. Entire Agreement. These Terms, together with the Privacy Policy, constitute the entire and exclusive understanding and agreement between you and Saygency, LLC regarding your use of and access to the Site, and except as expressly permitted above may only be amended by a written agreement signed by authorized representatives of the parties.
- B. No Waiver. The failure to require performance of any provision shall not affect our right to require performance at any time thereafter, nor shall a waiver of any breach or default of the Terms constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
- C. Paragraph Headers. Use of paragraph headers in the Terms is for convenience only and shall not have any impact on the interpretation of particular provisions.
- D. Severability. In the event that any part of the Terms is held to be invalid or unenforceable, the unenforceable part shall be given effect to the greatest extent possible and the remaining parts will remain in full force and effect.

13. Notice to California Residents. Under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210 in order to resolve a complaint regarding the service or to receive further information regarding use of the service.

Last updated: April 23, 2019
