

5201 Great America Parkway  
Suite 320  
Santa Clara, CA-95054  
www.cerebrateinc.com



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### **Definitions**

For clarification, the terms "Cerebrate", "us", "we" or "our" refer to Cerebrate, the owner of this web site. The terms "you" and "your" refer to viewers and users of Cerebrate's site. The term "site" refers to the Cerebrate web site at [www.cerebrateinc.com](http://www.cerebrateinc.com).

### **An Overview of Cerebrate's Website**

Cerebrate's site serves as an online brochure illustrating our services, products and capabilities. In addition, we post articles, white papers and newsletters on our site relating to our company's news and events. Our site also facilitates your interaction and communication with us through use of e-mail, online surveys and online registration forms for receipt of publications and newsletters.

### **Privacy**

Cerebrate's practices and procedures regarding the collection and handling of your information are covered in its online Privacy Policy posted on our site <http://www.cerebrateinc.com/privacy.pdf>. Please review our Privacy Policy, which also governs your visit to our site, so that you may fully understand our practices and procedures regarding the collection and handling of information. By using our site, you consent to the collection and use of information pursuant to the terms of our Privacy Policy.

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You agree to indemnify, defend and hold Cerebrate harmless from all liabilities, losses, damages and expenses, including attorney's fees and expenses, related to your use of our site, including but not limited to your violation of these Terms of Use.

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### **Applicable Law**

By visiting Cerebrate's site ([www.cerebrateinc.com](http://www.cerebrateinc.com)), you agree that the laws of the state of California will govern these Terms of Use, as well as your use of this site, and any dispute that may arise between you and Cerebrate related to your use of our site, without regard for conflict of law principles.

### **Site Modification**

We reserve the right to make changes to our site, policies and Terms of Use at any time without notice. We strongly encourage you to review our Terms of Use and Privacy Policy periodically to ensure that you are informed about any modification and changes.

### **Severability**

If any of these terms are deemed unenforceable, such terms shall be severable and shall not affect the remaining terms, which will remain enforceable

### **Cerebrate Contact Information**

You may contact us with comments and inquiries at the following address and telephone number:

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[www.cerebrateinc.com](http://www.cerebrateinc.com)