

# Terms of Use

**Updated: 9/17/2016**

**Welcome to HowManySyllables.com!** We are best known as **How Many Syllables™** or as the **Syllable Dictionary™**. We are owned and operated by *How Many Syllables*, a corporation organized under the laws of the State of New York of the United States of America.

## **Section 1: Agreement and General Terms of Use**

**1.1** This Terms of Use Agreement ("Agreement") is a legal agreement between *How Many Syllables*, a corporation organized under the laws of the State of New York and you, either as an individual or corporate entity ("you", "your", or "user"), as a user who establishes a connection to the website known as [www.HowManySyllables.com](http://www.HowManySyllables.com), its subdomains, co-sponsored websites, desktop applications, mobile apps, social media pages, or any other websites or applications that are owned or operated by *How Many Syllables*.

**1.2** Any reference to "we", "us", or "our" is a reference to *How Many Syllables*, a corporation organized under the laws of the State of New York of the United States of America. Any reference to "site", "website", or "apps" is a reference to [HowManySyllables.com](http://HowManySyllables.com), its subdomains, co-sponsored websites, desktop applications, mobile apps, social media pages, or any other websites or applications that are owned or operated by *How Many Syllables*. Any reference to our "products", "features", or "services" is a reference to any of our dictionaries, databases, word-lists, media files, audio (sound) files, downloadable files, or any other products, services, or features which are owned or operated by *How Many Syllables*. Any reference to our "social media pages" is a reference to our Facebook page, our Twitter page, our Google Plus page, and any other pages which exist on any third-party website which are owned or operated by *How Many Syllables*.

**1.3** It is important that you read these Terms of Use and our Privacy Policy located at [www.HowManySyllables.com/privacy](http://www.HowManySyllables.com/privacy) carefully before using our site. By using our website or apps you acknowledge that you have read, understood, and agree to be bound by all of the terms

and conditions of this Agreement and our Privacy Policy. Your rights are personal and non-assignable. You will be responsible for the acts of anyone accessing the site through you, at your direction, or using your username and password.

**1.4** *How Many Syllables* reserves the right, in its sole discretion, to change any or all of the provisions of this Agreement or our Privacy Policy at any time, with or without prior notice. *How Many Syllables* will notify users of changes to this Agreement by posting the revised version at [www.HowManySyllables.com/terms](http://www.HowManySyllables.com/terms) and updating the "Updated" date. Any changes to this Agreement will be effective immediately. *How Many Syllables* will notify users of changes to our Privacy Policy by posting the revised version at [www.HowManySyllables.com/privacy](http://www.HowManySyllables.com/privacy) and updating the "Updated" date. Any changes to our Privacy Policy will be effective immediately.

**1.5** *How Many Syllables* reserves the right, in its sole discretion and for any reason, to change, limit, or discontinue any aspect of the site, content, or website features, as well as denying access to any persons deemed by *How Many Syllables* at its own digression to have misused the website, with or without prior notice.

**1.6** If you do not agree with any provision in this Agreement, you are completely prohibited from using any part of our website, our apps, our services, our products, and our social media pages. If you are not satisfied with our website, our apps, our service, our products, or our social media pages, your sole remedy is to discontinue your use of them.

## **Section 2: Your Use of Our Website**

**2.1** You will use our website, our apps, our products, our services, our social media pages, and the content which we provide for lawful purposes. You will not allow any third-party to access our site through your account or computer. Neither you or any third-party acting on your behalf, with or without your consent, is allowed to upload to our site, distribute on our site, or otherwise disseminate through our site any material or information of any kind that is libelous, defamatory, obscene, pornographic, abusive, or is otherwise in violation of any law (including but not limited to copyright infringement) or infringes or violates upon any rights of any other person or entity, or contains a solicitation of funds, advertising, or a solicitation for goods or services.

**2.2** Your use of our website, our apps, our products, or our services, constitutes as your acknowledgement and agreement **NOT** to use any software, or program, or computer script, or macro, or robot, or **ANY** process or routine, whether it is automatic or manual, to monitor, reverse-engineer, or copy our web pages, our content, our dictionaries, our word-lists, our media files, our audio clips, or our source code for **ANY** purpose without our prior expressed written permission.

**2.3** Your use of our website, our apps, our products, or our services, constitutes as your acknowledgement and agreement that neither you nor any third-party acting on your behalf, with or without your consent, will use any "cloud computing" or "website scraping" program or, or software, or computer script, or macro, or **ANY** process or routine to monitor, reverse-engineer, or copy our web pages, our content, our dictionaries, our word-lists, our media files, our audio clips, or our source code without our prior expressed written permission.

**2.4** You agree that neither you nor any third-party acting on your behalf, with or without your consent, will use any device, or software, or program, or routine to interfere or attempt to interfere with the normal operation of our website, our apps, our products, our services, or our social media pages.

**2.5** You warrant that any material or information that you make available through the site, including postings to comment sections and forums, including posting or commenting on our social media pages (such as: posting on our Facebook page and commenting on our Facebook status, Tweeting to our Twitter page and commenting on our Twitter posts, posting to our Google Plus page and replying to our Google Plus posts), is solely your original work, or that you have all necessary rights to make the material or information available on the site or social media pages. You will be solely responsible and hold harmless *How Many Syllables* for the content of any material or information that you make available through the site and on our social media pages. You will also be liable for any damages resulting from you making any material or information available through the site and on our social media pages.

**2.6** By making any material or information available through the site or on our social media pages, you automatically grant to *How Many Syllables* a worldwide, royalty-free, perpetual, irrevocable, and non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, distribute and sublicense any such material or information (in whole or in part) or to incorporate it in other works regardless of form, media, or technology. Additionally, by making

any material or information available through our site or on our social media pages, you also grant to all other website users (including yourself) the right and license to access, view, store, or reproduce your material and information for their personal use.

**2.7** *How Many Syllables* has no obligation to review every item of material, information, or content that you and users other than yourself make available through our website or on our social media pages. As such, you agree to hold harmless *How Many Syllables* for any content or information which was posted by any user, including yourself.

**2.8** *How Many Syllables* reserves the right to delete, move, or edit any material, information, or content that it deems, in its sole discretion, unacceptable, libelous, defamatory, obscene, pornographic, abusive, or otherwise in violation of any law or that infringes or violates upon any rights of any other person or entity. Further, *How Many Syllables* reserves the right at all times to disclose any material, information, or content as necessary to satisfy any law, regulation, or government request.

**2.9** As mentioned in our Privacy Policy, *How Many Syllables* reserves the right to collect, use, and distribute data about you and your use of our site and social media pages. See our Privacy Policy located at [www.howmanysyllables.com/privacy](http://www.howmanysyllables.com/privacy) for specific details.

**2.10** By using our website, our apps, our products, or our services, you give us explicit consent to place cookies and other tracking technologies on your computer or mobile device. Please see Section 6 of our Privacy Policy located at [www.HowManySyllables.com/privacy](http://www.HowManySyllables.com/privacy) for more details.

**2.11** By using our website or social media pages, you acknowledge that you have read and understand our Privacy Policy located at [www.HowManySyllables.com/privacy](http://www.HowManySyllables.com/privacy), and give consent to *How Many Syllables* to collect, use, and distribute data about you and your use of our site and social media pages as defined in our Privacy Policy.

### **Section 3: Our Website Content**

**3.1** All content provided by *How Many Syllables* on our website, through our apps, and on our social media pages is protected by copyright, trademark, and other applicable intellectual property and proprietary rights laws and is owned, controlled, or licensed by *How Many Syllables*. Any and all trademarks appearing on our site or our social media pages are the property of *How Many Syllables* or their respective owners.

**3.2** By using our website, our apps, our products, our services, or our social media pages, you agree and acknowledge that *How Many Syllables* holds all rights, titles, and interests to our website, our apps, our products, our services, and our social media pages. This includes the databases, dictionaries, word-lists, media files, audio clips, source code and its organization. Your use of our site, our apps, our products, our services, or our social media pages acknowledges your agreement and understanding that all of the above mentioned features and components of our site and social media pages are the exclusive property of *How Many Syllables* and are all protected by copyright, including United States Copyright Law.

**3.3** Your use of our site or our social media pages constitutes an acknowledgement that no rights, title, or interest in such Intellectual Property Rights as mentioned above (in section 3.2) are being transferred to you and you agree to make no claim of interest to our website, our apps, our features, our products, our services, or our social media pages, in part or in whole.

**3.4** Your use of our website or social media pages constitutes as your acknowledgement and agreement to not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any other way exploit any of the content, in part or in whole, found on our website and social media pages. You also agree that any content which is downloaded will be done so solely for your personal use, and you will make no other use of the content without the express written permission from *How Many Syllables* and the copyright owner. Furthermore, you agree to not make any changes to any content which you are permitted to download, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You agree that you do not acquire any ownership or intellectual property rights in any downloaded content.

### **Section 4: Notices Between Us**

**4.1** You will contact us by using one of the methods outlined on our Contact Us page located at [www.HowManySyllables.com/contact\\_us](http://www.HowManySyllables.com/contact_us) .

**4.2** We will contact you using the contact information you provide such as your email address or your mailing address, or by posting a notice or message on our site.

## **Section 5: Contests**

**5.1** *How Many Syllables* may from time to time conduct contests on our site and on websites not owned by us. The Contest Rules for these contests can be obtained by visiting [www.HowManySyllables.com/contests](http://www.HowManySyllables.com/contests) .

## **Section 6: Limitation of Liabilities**

**6.1** YOU EXPRESSLY AGREE THAT USE OF OUR SITE AND SOCIAL MEDIA PAGES IS AT YOUR SOLE RISK. NEITHER *How Many Syllables* NOR ANY OF ITS AFFILIATES, EMPLOYEES, AGENTS, OFFICERS, ASSIGNS, THIRD PARTY CONTENT PROVIDERS, OR LICENSORS WARRANT THAT THE SITE OR SOCIAL MEDIA PAGES WILL BE UNINTERRUPTED OR ERROR-FREE. NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF OUR SITE OR SOCIAL MEDIA PAGES, OR AS TO THE ACCURACY, RELIABILITY, COMPLETENESS, OF ANY CONTENT, INFORMATION, MATERIAL, POSTINGS, OR POSTING RESPONSES FOUND ON OUR SITE OR SOCIAL MEDIA PAGES, ANY MERCHANDISE OR SERVICES PROVIDED THROUGH OUR SITE OR SOCIAL MEDIA PAGES, OR ANY LINKS TO OTHER SITES MADE AVAILABLE ON OUR SITE OR SOCIAL MEDIA PAGES.

**6.2** IN NO EVENT SHALL *How Many Syllables*, ITS OFFICERS, EMPLOYEES, AGENTS, AFFILIATES, CONTENT PROVIDERS, LICENSORS, OR ASSIGNS BE HELD LIABLE TO YOU OR ANY OTHER PERSON OR CORPORATE ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFIT OR GOODWILL, FOR ANY MATTER, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTIES, EITHER EXPRESS OR IMPLIED, ANY BREACH OF THIS AGREEMENT OR ITS INCORPORATED AGREEMENTS AND POLICIES, YOUR INABILITY TO USE OUR WEBSITE OR APPS OR PRODUCTS OR SERVICES OR SOCIAL MEDIA PAGES, YOUR LOSS OF DATA OR FILES OR OTHERWISE, OR THE INABILITY TO USE ANY TOOL, CONTENT, INFORMATION, MATERIAL, POSTINGS, OR POSTING RESPONSES ON THE SITE OR SOCIAL MEDIA PAGES, OR THE SITE ITSELF. THESE LIMITATIONS APPLY EVEN IF

THE ALLEGEDLY LIABLE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHERMORE, YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT *How Many Syllables* (AND ANY OF ITS PARENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AGENTS, THIRD PARTY CONTENT PROVIDERS, OR LICENSORS, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS), IS NOT LIABLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY USER, INCLUDING YOU.

**6.3** Some jurisdictions may not allow such a broad exclusion or limitation on liability for damages as contained herein. In such jurisdictions, the liability of *How Many Syllables*, its officers, employees, agents, affiliates, and assigns is limited to the full extent permitted by law.

### **Section 7: Disclaimer of Warranties**

**7.1** TO THE EXTENT PERMITTED BY APPLICABLE LAW, OUR SITE AND SOCIAL MEDIA PAGES, ALONG WITH ALL FEATURES AND CONTENT, MATERIAL, INFORMATION, POSTINGS, OR POSTING RESPONSES FOUND ON OUR SITE, OUR SOCIAL MEDIA PAGES, AND ANY OF OUR OTHER PRODUCTS ARE PROVIDED ON AN “AS IS” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. *How Many Syllables* MAKES NO WARRANTY THAT OUR SITE, OUR APPS, OUR SOCIAL MEDIA PAGES, OR ANY OF OUR OTHER PRODUCTS WILL MEET YOUR REQUIREMENTS, OR THAT THEY ARE ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. *How Many Syllables* DOES NOT WARRANT, NOR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR RESULTS OF THE PRODUCTS IT PROVIDES, IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

**7.2** YOU AGREE THAT YOU ASSUME THE ENTIRE RISK OF USING OUR WEBSITE, OUR APPS, OUR PRODUCTS, OUR SOCIAL MEDIA PAGES, AND OUR SERVICES.

### **Section 8: Indemnification**

**8.1** You agree to defend, indemnify, and hold harmless *How Many Syllables* (and any of its contractors, agents, employees, officers, directors, parents, shareholders, subsidiaries, third party

content providers, licensors or affiliates, and their respective directors, officers, employees, and agents) from and against all claims for loss, liability, damages or expense, including reasonable attorneys' fees and legal fees and costs, resulting from your use of our website, our apps, our products, our services, or our social media pages, your breach of any provisions of this Agreement or incorporated agreements and policies, or any third-party claim, action, proceeding or demand related to your use of our website, our apps, our products, our services, or our social media pages (including your agents or anyone using our website, our apps, or products, our services, or our social media pages on your behalf, and whether or not with your permission).

**8.2** In addition, you agree to indemnify and hold harmless *How Many Syllables* from any loss, liability, damages or expense, including reasonable attorneys' fees and legal fees and costs, arising out of any breach of any representation or warranty provided herein, any negligence or willful misconduct by you, or any allegation that your use of our website, our apps, our products, our services, or our social media pages infringes a third person's (or corporate entity's) copyright, trademark or proprietary or intellectual property right, or misappropriates a third person's trade secrets. **This indemnification is in addition to any indemnification required of you elsewhere.**

**8.3** Should *How Many Syllables* be notified of a pending litigation, or receive notice of the filing of a lawsuit, *How Many Syllables* may seek a written confirmation from you concerning your obligation to indemnify *How Many Syllables*. Your failure to provide such a confirmation will be considered YOUR breach of this Agreement. You agree that *How Many Syllables* shall have the right to participate in the defense of any such claim through counsel of its own choosing. You agree to notify *How Many Syllables* of any such claim promptly in writing and to allow *How Many Syllables* to control the proceedings. You agree to cooperate fully with *How Many Syllables* during such proceedings.

**8.4** *How Many Syllables* reserves the right, in its sole discretion and at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. You will cooperate as fully as reasonably required in the defense of any claim.

## **Section 9: Representations and Warranties**

**9.1** You (or the individuals who electronically execute this Agreement on behalf of you) hereby represent and warrant that you (the individual who is executing this Agreement) have the right, power, legal capacity, and appropriate authority to enter into this Agreement, and that you own



and have not transferred to any other person or entity any of the rights, claims or interests that are the subject of this Agreement. You represent and warrant that you are 18 years of age or older, or that you have an agent authorized by law to represent you (such as a legal guardian), who is 18 years of age or older, who is entering into this Agreement on your behalf.

## **Section 10: Notice for Users Outside the United States of America**

**10.1** Our company and our data servers are located in the United States of America. Please be aware that your information will be sent to and stored in the United States.

**10.2** By using our website, our apps, our services, or our social media pages, you agree and grant permission to *How Many Syllables* to collection, use, and share your personally and non-personally identifiable information in the manner described in our Privacy Policy located at [www.HowManySyllables.com/privacy](http://www.HowManySyllables.com/privacy).

## **Section 11: Governing Law**

**11.1** You agree that this Agreement, your performance under it, and any disputes arising under it will be governed, construed, and enforced exclusively by the laws of the United States of America and in accordance with the laws of the State of New York.

**11.2** You also agree that the laws and judicial decisions of the State of New York shall be used to determine the validity, construction, interpretation and legal effect of this Agreement.

**11.3** You agree and consent to all actions relating to or arising out of this Agreement being brought exclusively under the jurisdiction of the State of New York of the United States of America.

## **Section 12: Headings**

**12.1** You agree that the headings in the Agreement are descriptive only and in the event of a conflict between a heading and the underlying terms of this Agreement, the terms of this Agreement shall control.

### **Section 13: Severability**

**13.1** You agree that the terms of this Agreement are severable. You agree that if any part of this Agreement is determined to be unenforceable or invalid, that part of the Agreement will be interpreted in accordance with applicable law as closely as possible, in-line with the original intention of both parties to the Agreement. You agree that the remaining terms and conditions of the Agreement will remain in full force and effect.

### **Section 14: Waiver**

**14.1** You agree that the failure of *How Many Syllables* to enforce any of the provisions within this Agreement or its incorporated agreements and policies against you, or any other person or entity, shall **NOT** be construed as a waiver of the right of *How Many Syllables* thereafter to enforce such provisions.

### **Section 15: Survival**

**15.1** You agree that sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16 shall survive any termination or cancellation of this Agreement.

### **Section 16: Entire Agreement**

**16.1** You agree that this Agreement represents the entire and only Agreement concerning our website, our apps, our features, our products, our services, and our social media pages between you and *How Many Syllables*, and it supersedes any prior proposal, representation, or understanding between the parties, unless another contract has been entered into in writing between you *How Many Syllables* which has been notarized and signed by the Chief Executive Officer of *How Many Syllables*.

**16.2** No waiver by either *How Many Syllables* or you of any breach or default under this Agreement will be deemed to be a waiver of any preceding or subsequent breach or default.

**16.3** This Agreement will be binding upon and inure to the benefit of *How Many Syllables* and its successors, trustees, and permitted assigns. *How Many Syllables* may assign this Agreement or any of its rights or obligations under this Agreement with or without notice to you.

**16.4** If you do not agree with any of the provisions of this Agreement, you are completely prohibited from using any part of our website, our apps, our products, our services, and our social media pages.

### **Violations**

Please report any known or suspected violations of this Agreement, including any suspected copyright or trademark violations, to us by sending a message through our Contact Us page located at [www.HowManySyllables.com/contact\\_us](http://www.HowManySyllables.com/contact_us) .

### **Questions**

If you have any questions, please use the Contact Us page located at [www.HowManySyllables.com/contact\\_us](http://www.HowManySyllables.com/contact_us) to send us a message.

**How Many Syllables™**

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