

TERMS & CONDITIONS OF USE

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- 2. SERVICES.** We make available various Cloud-based web services for you to purchase on the Site (the "Services"). Your use of the Services is governed by the Apstrata End User License Agreement. It is your responsibility to ascertain and obey all applicable local, state, federal and international laws in regard to the use of the Services. By purchasing our Services, you represent that such Services will be used only in a lawful manner.
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- 8. INAPPROPRIATE MATERIAL.** You are prohibited from posting or transmitting any unlawful, threatening, defamatory, libelous, obscene, pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense or

give rise to civil liability, or otherwise violate any law. In addition to any remedies that we may have at law or in equity, if we determine, in our sole discretion, that you have violated or are likely to violate the foregoing prohibitions, we may take any action we deem necessary to cure or prevent the violation, including without limitation, the immediate removal of the related materials from the Site. We will fully cooperate with any law enforcement authorities or court order or subpoena requesting or directing us to disclose the identity of anyone posting such materials.

9. **USER INFORMATION.** Other than personally identifiable information, which is subject to our [Privacy Policy](#) available at www.apstrata.com/Privacy any material, information, suggestions, ideas, concepts, know-how, techniques, questions, comments or other communication you transmit or post to the Site in any manner ("User Communications") is and will be considered non-confidential and non-proprietary. We and our respective affiliates and our or their designees may use any or all User Communications for any purpose whatsoever, including, without limitation, reproduction, transmission, disclosure, publication, broadcast, development, and/or marketing in any manner whatsoever for any or all commercial or non-commercial purposes. We may, but are not obligated to, monitor or review any User Communications. We will have no obligation to use, return, review, or respond to any User Communications. We will have no liability related to the content of any such User Communications, whether or not arising under the laws of copyright, libel, privacy, obscenity, or otherwise. We retain the right to remove any or all User Communications that includes any material we deem inappropriate or unacceptable.
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YOU HEREBY RELEASE APSTRATA AND HOLD APSTRATA AND ITS LICENSORS PROVIDERS HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, AND DAMAGES OF EVERY KIND AND NATURE (INCLUDING, WITHOUT LIMITATION, ACTUAL, SPECIAL, INCIDENTAL AND CONSEQUENTIAL), KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF THE SITE. YOU WAIVE THE PROVISIONS OF ANY STATE OR LOCAL LAW LIMITING OR PROHIBITING A GENERAL RELEASE.

12. **CHOICE OF LAW; JURISDICTION.** This Agreement shall be governed by the laws of the State of New York without regard to its rules on conflict or choice of law. You hereby consent to the exclusive jurisdiction of the courts of the State of New York for the resolution of any dispute based upon or relating to this Agreement. This Agreement constitutes the sole agreement between you and Apstrata relating to your use of the Site. A printed version of this Agreement will be admissible in judicial and administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.
13. **CHANGES TO THE SITE.** We reserve the right to change, suspend, or discontinue all or any aspect of the Site at any time without notice.
14. **INDEMNITY.** You agree to indemnify and hold Apstrata and our parents, affiliates (and their franchisees and licensees), and subsidiaries, officers, directors, employees, successors and assigns, harmless from any claim, loss or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of our Site, your connection to our Site, your violation of this Agreement, or your violation of any rights of another party. This indemnity survives termination of this Agreement.
15. **DOMESTIC USE; EXPORT RESTRICTION.** We maintain the Site from our offices in the United States of America. We make no representation that the Site or its content (including, without limitation, the Services available on or through the Site) are appropriate or available for use in other locations. Users who access the Site from outside the United States of America do so on their own initiative and must bear all responsibility for compliance with local laws, if applicable. Further, the United States export control laws prohibit the export of certain technical data and software to certain territories. No content from the Site may be downloaded in violation of United States law.
16. **GENERAL.** Our failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision by us. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Agreement remain in full force and effect.
17. **ADDITIONAL ASSISTANCE.** If you do not understand any of the foregoing Agreement or if you have any questions or comments, we invite you to contact us at Apstrata, 200 Varick St., New York, NY 10013.