

Terms of Use

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3. Modifications.

We may amend these Terms of Use at any time. The amended Terms will be effective upon posting on the Site, and you accept the changes by continuing to use the Site. We may also modify any aspect of the Site at any time without notice or liability.

4. Use of the Site

By using the Site, you agree not to: (1) use the Site in any manner that could damage, disable, overburden, or impair any Elemica server or any other computer or network component or system or interfere with any other party's use and enjoyment of the Site; (2) attempt to gain unauthorized access to the Site or to any information, materials, accounts, computer systems or networks connected to any Elemica server; (3) use bots or spiders or other similar methods to scan or obtain information; (4) create images or thumbnails of the Site, or mirror any portion of the Site on another website; (5) provide any link to our Site that damages or takes advantage of our reputation or suggest any form of association, approval or endorsement on our part; or (6) circumvent any protections, reverse engineer, decrypt encrypted data, or otherwise alter or interfere with the Site.

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You may only use the Site if you can form legally binding contracts and are at least 18 years old. These Terms of Use are void where prohibited by law, and the rights to use and access the Site are revoked in such jurisdictions.

We may limit, suspend or terminate your access to the Site at any time, for any reason and without notice or liability. These Terms of Use will survive any termination, suspension or limitation, except to the extent we have revoked your license to access the Site. You may also discontinue your own access to the Site by contacting us in writing to request that your account be terminated.

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You are solely responsible for the use and protection of your user identification and password, and you agree to immediately notify us of any unauthorized use of your user identification or password. Our Privacy Policy governs our use of information we collect from you and is incorporated into these Terms of Use, provided that we may publicly disclose the fact that you are a User of the Site.

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9. Indemnification.

You agree to indemnify, defend, and hold harmless Elemica, its officers, affiliates, directors, equity holders, agents and employees with respect to any claim, demand, cause of action, debt, judgment, liability, cost or expense, including reasonable attorneys' fees, arising in any way from your use of the Site, your placement or transmission of any message, content, information, software or other materials through the Site, or your breach or violation of the law or of these Terms of Use. We may, at our discretion and at our own expense, assist in the defense of any indemnified claim through counsel we select, and in such case, you agree to cooperate with our defense. Any settlement intended to bind Elemica shall not be valid or binding on us without our prior written consent.

10. Jurisdiction and Governing Law

You use the Site on your own initiative, and you agree to comply with all applicable laws, rules and regulations relating to your use of the Site. These Terms of Use and your use of the Site are governed by laws of the United States and the State of Delaware, without regard to the U.N. Convention on Contracts for the International Sale of Goods or the conflict of law rules of any jurisdiction. Any legal proceeding arising out of the Site or these Terms of Use must be brought in Wilmington, Delaware within one year after the claim or cause of action arose or be forever barred. If any provision of these Terms of Use is held to be invalid or unenforceable, then that provision will be enforced to the maximum extent permissible so as to affect the intent of the original provision, and the remainder of these Terms will continue in full force and effect.

These Terms of Use and the Privacy Policy constitute the entire agreement relating to your use of the Site. Our failure to enforce any right or provision of these Terms does not constitute a waiver of that right or provision.

11. Relationship of the Parties; Electronic Communications

No agency, partnership, joint venture, employment or other similar relationship between you and Elemica is intended or created by your acceptance of these Terms of Use or use of the Site. You agree to receive all communications from us electronically and that all agreements, notices, disclosures and other communications that we email to you or post on the Site satisfy any legal requirement that such communications be in writing.

13. Questions

If you have any questions about these Terms of use, please contact us at elemicalegal@elemica.com.