Terms of Use for ARIGAMIX Websites

1. SCOPE

ARIGAMIX d.o.o., Vojkova cesta 58, 1000 Ljubljana/Slovenija, together with its wholly owned subsidiaries (collectively "ARIGAMIX") have created, own, and operate multiple websites, (each individually referred to hereunder as an "ARIGAMIX Website" and collectively "ARIGAMIX Websites"). The ARIGAMIX Websites allow you ("You" or "Your") and other ARIGAMIX software experts, developers, users, and other interested parties (each, a "User" and collectively, "Users") to engage in a variety of activities, such as find information, purchase and/or research ARIGAMIX and related software and services, obtain support for ARIGAMIX software and services, share information with ARIGAMIX and third parties, post comments, blog, provide reviews, vote on prospective features, and engage in conversations and activities related to ARIGAMIX's products and services. The Websites also include information created and published by ARIGAMIX ("ARIGAMIX Materials") and third parties ("User Content"), such as text, images, photographs, graphics, audio and video, data, code, and software (collectively, the ARIGAMIX Materials and User Content are referred to as "Content").

2. ACCEPTANCE OF TERMS

Your access and use of the ARIGAMIX Websites is subject to and governed by these Terms of Use, also referred to as "TOU", including any additional or different disclaimers, legal notices, agreements, or terms and conditions that may apply to Your use of or access to any particular ARIGAMIX Website, ARIGAMIX Materials, or User Content. If there is a conflict between the terms in this TOU and any additional legal terms, the additional legal terms shall control. This TOU forms a legally binding agreement between You and ARIGAMIX. By clicking an "I Accept" button as part of a registration process, or otherwise demonstrating your consent to this TOU through a process established by ARIGAMIX, You accept and agree to abide by the terms of this TOU. If You do not agree to the terms of this TOU, You should not click the "I Accept" button (or equivalent) or attempt to access or use any ARIGAMIX Website, ARIGAMIX Materials, or User Content.

ARIGAMIX may modify the TOU to reflect changes in ARIGAMIX's business, applicable law, or for other reasons deemed necessary by ARIGAMIX. If the terms of the TOU change, ARIGAMIX will provide notice, which may include, but is not limited to notice provided through the Websites or an ARIGAMIX user account. Except where prohibited by law, updates to the TOU will apply once the changes have been posted or notice has otherwise been given. Changes to the TOU will, however, not apply retroactively. If You do not agree to changes made to the TOU, You must discontinue your use of the affected ARIGAMIX Website, ARIGAMIX Materials, or User Content.

3. USER CONTENT/LICENSE TO ARIGAMIX

ARIGAMIX does not claim ownership of User Content that you post, upload, input or submit to any ARIGAMIX Website. By posting, transmitting or uploading any User Content, including any article, information, data, code, text, software, documentation, graphic, image, marketing material, video, photograph, message, suggestion, feedback, idea, or posting to any forum, wiki, or blog on any ARIGAMIX Website, You grant to ARIGAMIX a perpetual, irrevocable (subject to mandatory data protection requirements), non-exclusive, world-wide, fully-paid up and royalty free license to use such User Content without restrictions of any

kind and without any payment or other consideration of any kind, or permission or notification, to you or any third party. This license includes, without limitation, the irrevocable (subject to mandatory data protection requirements) right to reproduce, prepare derivative works, combine with other works, alter, translate, distribute copies, display, perform, license and provide the User Content to third parties; to make, have made, offer to sell, sell, lease, or otherwise distribute any User Content or product; and to practice any method, embodying such User Content (including the right to sublicense any of the foregoing).

You represent and warrant to ARIGAMIX that You have the right, title, and/or authority to grant such license to ARIGAMIX. ARIGAMIX may elect not to post or publish User Content that You submit. If ARIGAMIX elects to post or publish Your User Content, ARIGAMIX may in its sole discretion withdraw the posted or published User Content for any reason and without notice even if ARIGAMIX has previously indicated to You that ARIGAMIX might or will post the User Content You have submitted.

You acknowledge and agree that the relationship between You and ARIGAMIX is not a confidential, fiduciary, or other special relationship. ARIGAMIX shall have the right, but not the obligation, to use Your name, likeness, biography and other information about You that You have provided in connection with any use of the User Content You submit, and ARIGAMIX may continue to use this information after any termination of your account or Your access to the Websites for the purpose of identifying the source of User Content that you previously submitted. Nothing in this TOU shall prohibit or restrict ARIGAMIX's right to create or obtain User Content or submissions similar to or competitive with the User Content that You have submitted.

4. PERMISSIBLE USE OF ARIGAMIX WEBSITES AND CONTENT

The ARIGAMIX Websites, the ARIGAMIX Materials, and the User Content are for your non-commercial use, that is, your use must not be intended for or directed towards commercial advantage or monetary compensation. You may not copy, modify, distribute, transmit, display, perform, publish, license, create derivative works from, transfer, rent, lease, or sell the ARIGAMIX Websites, ARIGAMIX Materials, or User Content. You may, however, download, store, and display on your computer or other electronic device, solely to view, listen to, play and print ARIGAMIX Materials and User Content; provided that: (a) the ARIGAMIX Materials and User Content may only be used for informational, non-commercial purposes and will not be copied or posted on any computer network, or otherwise published, broadcast, or distributed in any manner or media; and (b) the ARIGAMIX Materials and User Content may not be modified or altered in any way, including any copyright notices.

You may not use the ARIGAMIX Websites in any manner that could damage, disable, overburden, or impair any ARIGAMIX server, or the network(s) connected to any ARIGAMIX server, or interfere with any other party's use and enjoyment of any ARIGAMIX Website. You may not attempt to gain unauthorized access to any ARIGAMIX Website, other accounts, computer systems or networks connected to any ARIGAMIX server, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the ARIGAMIX Websites.

You agree not to use an ARIGAMIX Website to:

- publish, upload, post, email, transmit or otherwise make available any User Content that
 (a) You do not have the right to make available (b) is unlawful, harmful, vulgar, obscene,
 hateful, or racially, ethnically or otherwise objectionable; (c) infringes any Intellectual
 Property Rights of any party, (d) includes any unsolicited or unauthorized advertising,
 promotional materials, surveys, junk mail, spamming, chain letters, or any other form of
 solicitation, commercial or otherwise, or (e) contains a software virus, Trojan horse,
 worm, time bomb, cancelbot, corrupted file, or any other computer file or software
 designed to interrupt, destroy, damage or limit the functionality of any computer
 hardware, software or other property;
- defame, harass, abuse, stalk, threaten or violate the legal rights of others such as rights
 of privacy and publicity or business integrity;
- impersonate any person or entity, including, but not limited to, an ARIGAMIX official, ARIGAMIX employee, or any other third party, or falsely state or otherwise misrepresent Your affiliation with a person or entity;
- forge email headers or otherwise manipulate identifiers in order to disguise the origin of any User Content transmitted through the ARIGAMIX Websites;
- download any file or User Content posted by another user that You know, or reasonably should know, should not be legally reproduced, displayed, performed and/or distributed in such manner;
- interfere with or disrupt the servers, or networks which support the ARIGAMIX Websites, or disobey any requirements, procedures, policies or regulations of networks connected to the ARIGAMIX Websites;
- violate any applicable local, state, national or international law and any regulations;
- harvest, collect, or store personal information or data of other users.

5. TERMINATION OF USE

ARIGAMIX may, in its sole discretion, at any time discontinue providing or limit access to the ARIGAMIX Websites, any areas of the ARIGAMIX Websites, or any ARIGAMIX Materials or User Content provided on or through the ARIGAMIX Websites. You agree that ARIGAMIX may, in its sole discretion, at any time, terminate or limit your access to, or use of, any or all of the ARIGAMIX Websites or any ARIGAMIX Material or User Content. In the event You are in material breach of the TOU, ARIGAMIX may, at its sole discretion, suspend or terminate Your account, delete Your Content from the ARIGAMIX Website, and refuse You any current or future use of an ARIGAMIX Website without notice. ARIGAMIX shall not be liable to You or any third party for any such suspension or termination.

If You wish to terminate your account, you may do so by submitting your request via email to info@ARIGAMIX.com. Please note that in the event that you elect to terminate your account, ARIGAMIX has the right and may elect to continue to post and publish on the Websites personally identifying information associated with User Content that You have posted.

6. ARIGAMIX CONTACT

ARIGAMIX is not obligated to evaluate or provide any comments to you regarding User Content that you submit. At ARIGAMIX's sole discretion, ARIGAMIX may contact you with critiques, updates, feedback, status or questions regarding your submission. In no event will any such contact or communication from ARIGAMIX obligate ARIGAMIX to adopt your submission, provide a timeframe for evaluation, or even provide any additional communication regarding your submission.

7. CONFIDENTIAL INFORMATION

Except for ARIGAMIX Websites which are clearly identified as non-public forums (each a " Non-Public Forum"), ARIGAMIX Websites are intended to be public forums, and You agree not to provide ARIGAMIX or other Users with any confidential or proprietary information that You or the owner of the information do not intend to become public information. Except for User Content clearly labeled as confidential that You upload into a Non-Public Forum, any User Content that You send or upload to an ARIGAMIX Website will be deemed NOT to be confidential or proprietary, and You expressly agree that You waive any trade secret or other confidentiality rights with respect to such User Content. You agree not to reproduce any Confidential Information to which you are provided access through an ARIGAMIX Website in any form except as authorized at the time of disclosure. Any reproduction of Confidential Information shall remain the property of ARIGAMIX or the third party that has prepared such information and shall contain any and all confidential or proprietary notices or legends which appear on the original. You agree to (a) take all reasonable steps (defined below) to keep all Confidential Information strictly confidential; (b) to use Confidential Information solely as authorized at the time of disclosure and (c) not to disclose any Confidential Information to any party without the prior written consent of ARIGAMIX or the third party that has prepared such information. You do not acquire any rights in Confidential Information except the limited rights as described herein. In no event shall You use Confidential Information to create, enhance, modify, rent, lease, loan, sell, distribute or create derivative works based on the ARIGAMIX Software or ARIGAMIX Websites, or compete with ARIGAMIX Software or ARIGAMIX Websites in whole or in part. As used herein, 'Confidential Information' shall mean all trade secrets, intellectual property rights, and other information ARIGAMIX or third parties protect against unrestricted disclosure to others which is (i) either labeled Confidential and accessed through a restricted or non-public area of an ARIGAMIX Website or pursuant to software downloads, or (ii) reasonably identifiable as confidential based on the type of information and the manner of its disclosure. As used herein 'reasonable steps' means those steps You and/or Your Company take to protect Your own Confidential Information, which shall not be less than the industry standard of care.

ALL USER CONTENT POSTED BY YOU TO AN ARIGAMIX WEBSITE, WHETHER INTO A PUBLIC FORUM OR NON-PUBLIC FORUM, SHALL BE AT YOUR OWN RISK, AND ARIGAMIX TAKES NO RESPONSIBILITY FOR THE USE OR MISUSE OF ANY SUCH UPLOADED INFORMATION BY ANY OTHER USER OF AN ARIGAMIX WEBSITE.

8. YOUR INFORMATION, PRIVACY, AND DATA PROTECTION

Some of the ARIGAMIX Websites require that You become a registered user. Before you can use these Websites, You have to register with ARIGAMIX and provide ARIGAMIX with certain information, which may include personally identifiable information, such as your name and your email address ("Personal Data"). By providing ARIGAMIX with Personal Data, You expressly agree that ARIGAMIX may collect, use, store and otherwise process Your Personal Data for the purpose of providing you with access to the Websites and related activities and communications in which you agree to participate.

You are responsible for and agree to provide ARIGAMIX with complete, true, and current information, including Personal Data, and to keep Your Personal Data accurate and up to date. You can always correct or update Your Personal Data. Furthermore, You may request

information about Your Personal Data stored with ARIGAMIX, or the correction (in case the relevant Website is not allowing You to correct or update your information), or deletion of Your Personal Data by contacting info@ARIGAMIX.com. Please note that if You request the deletion of your account or Personal Data, You might not be able to further access and use the ARIGAMIX Websites and your User Content.

You are solely responsible with regard to usage and security of Your password and any activities that occur under Your account. You shall not use the account of anyone else at any time. You understand and agree that ARIGAMIX collects, uses, stores and otherwise processes Your personal information and utilization data and may share such data with third party service providers for the purposes of improving or providing the ARIGAMIX Websites subject to ARIGAMIX's Privacy Statement.

YOU AGREE TO COMPLY WITH THE TERMS OF THE ARIGAMIX PRIVACY STATEMENT, WHICH CAN BE FOUND BY CLICKING ON THE 'PRIVACY' LINK AT THE BOTTOM OF EACH WEB PAGE ON ARIGAMIX WEBSITES.

9. INTELLECTUAL PROPERTY RIGHTS

As used herein, 'Intellectual Property Rights' means patents of any type, design rights, utility models or other similar invention rights, copyrights, trademarks, service marks, trade secret or confidentiality rights, and any other intangible property rights including applications for any of the foregoing, in any country, arising under statutory or common law or by contract and whether or not perfected, now existing or hereafter filed, issued, or acquired.

All Intellectual Proprietary Rights to any ARIGAMIX Software, the ARIGAMIX Websites, ARIGAMIX Materials, and User Content belongs to ARIGAMIX or the individual or entity that submitted it. Nothing in this TOU shall be deemed to give You the right to modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative words from, transfer, or sell any ARIGAMIX Software, the ARIGAMIX Websites, any ARIGAMIX Materials, or any User Content for any reason, unless otherwise expressly permitted by the TOU or by law. You hereby agree to assign and do assign to ARIGAMIX (and ARIGAMIX accepts such assignment) any modifications or derivative works of any ARIGAMIX Software, the ARIGAMIX Websites, and ARIGAMIX Materials made by You in contravention of this limitation without remuneration of any kind.

Information on requirements for using ARIGAMIX trademarks can be found by clicking on the "Trademarks" link at the bottom of each web page on ARIGAMIX websites.

YOU AGREE TO COMPLY WITH THE TERMS OF THE 'ARIGAMIX COPYRIGHT GUIDELINES', WHICH CAN BE FOUND BELOW OR BY CLICKING ON 'Copyright' LINK AT THE BOTTOM OF EACH WEB PAGE ON ARIGAMIX WEBSITES.

10. RESPONSIBILITY FOR CONTENT AND LINKS

ARIGAMIX IS ONLY RESPONSIBLE OR LIABLE FOR THE CONTENT POSTED ON AN ARIGAMIX WEBSITE TO THE EXTENT REQUIRED BY THE GERMAN TELEMEDIA ACT (TELEMEDIENGESETZ, TMG). TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF CONTENT SHALL BE AT YOUR OWN RISK. Any Content, whether publicly posted or privately transmitted, is the sole responsibility of the person or entity providing the Content. ARIGAMIX does not represent or endorse the

accuracy, reliability, completeness, usefulness, non-infringement of intellectual property rights, or quality of any Content provided by third parties on an ARIGAMIX Website. ARIGAMIX may remove any Content posted on an ARIGAMIX Website at ARIGAMIX's sole discretion, but, if You believe that material that You hold the copyright on is being infringed upon on any ARIGAMIX web site, please notify ARIGAMIX's Copyright Agent.

ARIGAMIX Websites may contain links to external websites. ARIGAMIX shall not be responsible for the contents of any linked website, or any changes or updates to such websites. Additionally, ARIGAMIX shall not be directly or indirectly responsible or liable for any damage or loss caused or alleged to be caused by or in connection with Your use of or reliance on any software, content, goods or services available on or through any such linked website. ARIGAMIX does not control and/or review the linked web-pages and the information provided by third parties.

11. USE OF ARIGAMIX AND THIRD PARTY SOFTWARE

Your access and use of any software or related documentation, including developer tools and sample code, and any application program interface information provided on an ARIGAMIX Website (collectively "Software") is governed by the software license agreement and related documents and terms (e.g., attachments, exhibits, order form, disclaimers, etc.) ("License Agreement") that accompany such Software. You may not use or install any Software that is accompanied by a License Agreement unless and until You first agree to the terms of the License Agreement. You must not modify, decompile, or reverse engineer any Software, except to the extent expressly permitted by applicable law or the License Agreement.

In the event that Software provided through an ARIGAMIX Website is not accompanied by a License Agreement: the Software may be used solely for your personal, informational, noncommercial purposes; the Software may not be modified or altered in any way; and the Software may not be redistributed.

All ARIGAMIX Software is the copyrighted work of ARIGAMIX. Unauthorized copying, distribution, modification, public display, or public performance of copyrighted works, including the ARIGAMIX Software, is an infringement of the copyright holder's rights. Information on the process for requesting ARIGAMIX's permission to use any ARIGAMIX-owned copyrighted works can be found by clicking on the "Copyright" link at the bottom of each web page on ARIGAMIX Websites.

12. INDEMNITY

The following applies if You access a Website from outside the EU:

You agree to indemnify and hold ARIGAMIX, its affiliates, subsidiaries, officers, agents, partners, employees, and licensors harmless from any claim or demand, including reasonable attorney's fees, made by any third party due to or arising out of Your User Content or Your usage of an ARIGAMIX Website, Your breach of this TOU, any additional legal terms, or ARIGAMIXs Privacy Statement, Your unauthorized use of any ARIGAMIX-owned Intellectual Property, or Your alleged violation of any other rights of a third party.

The following applies if You access a Website from within the EU:

You agree to indemnify and hold ARIGAMIX, its affiliates, subsidiaries, officers, agents, partners, employees, and licensors harmless from any claim or demand, including reasonable attorney's fees, made by any third party against any of the aforesaid entities or persons due to or arising out of Your culpable breach of this TOU, any additional legal terms or ARIGAMIX's Copyright or Privacy Statements.

13. EXCLUSION OF WARRANTIES

ARIGAMIX Websites and Content are being provided to You "AS IS". To the fullest extent allowable by law, ARIGAMIX does not guarantee or warrant any features or qualities of any ARIGAMIX Website or Content, or give any undertaking with regard to any other quality. Statements and explanations on ARIGAMIX Websites and Content in promotional material or on ARIGAMIX Website and/or documentation are made for explanatory purposes only; they are not meant to constitute any guarantee or warranty of certain features. No warranty or undertaking shall be implied by a User from any published ARIGAMIX description of or advertisement except to the extent ARIGAMIX has expressly confirmed such warranty or undertaking in writing. Warranties are validly given only with the express written confirmation of ARIGAMIXs management.

14. LIMITATION OF LIABILITY

ARIGAMIX will not be liable or responsible in any way for any User Content posted on or linked from an ARIGAMIX Website, including, but not limited to, any errors or omissions in Content, or for any losses or damage of any kind incurred as a result of the use of or reliance on any Content or other material accessed on or through any ARIGAMIX Website and made available by a third party.

The following applies if You access an ARIGAMIX Website from outside the European Union:

TO THE EXTENT ALLOWABLE BY APPLICABLE LAW, ARIGAMIX AND ITS AFFILIATES. SUBSIDIARIES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, AND LICENSORS ARE NOT LIABLE TO ANY USER FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING. BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, REVENUE, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF ARIGAMIX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), HOWEVER CAUSED, WHETHER IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF OR RESULTING FROM: (I) THE USE OR THE INABILITY TO USE AN ARIGAMIX WEBSITE, ARIGAMIX SOFTWARE, OR ARIGAMIX MATERIALS; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES ARISING OUT OF YOUR USE OR INABILITY TO USE ANY ARIGAMIX SOFTWARE, ARIGAMIX MATERIALS OR SERVICES PURCHASED OR OBTAINED DURING TRANSACTIONS CONDUCTED ON AN ARIGAMIX WEBSITE; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS, MESSAGES, OR CONDUCT OF ANY THIRD PARTY ON AN ARIGAMIX WEBSITE; OR (V) ANY OTHER MATTER RELATING TO AN ARIGAMIX WEBSITE OR ARIGAMIX MATERIALS. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THESE LIMITATIONS SHALL NOT APPLY IN CASE OF INTENT OR GROSS NEGLIGENCE BY ARIGAMIX AND IN CASE OF ARIGAMIXS STATUTORY LIABILITY FOR PERSONAL INJURY AND DEFECTIVE PRODUCTS.

The following applies if You access an ARIGAMIX Website from within the European Union:

IRRESPECTIVE OF THE LEGAL REASONS, ARIGAMIX AND ARIGAMIX'S AFFIALIATES AND SUBSIDIARIES SHALL **ONLY** BE LIABLE IN THE CASES SET OUT BELOW:

- ANY MANDATORY LIABILITY UNDER APPLICABLE PRODUCT LIABILITY LAWS:
- GROSS NEGLIGENCE AND WILFUL MISCONDUCT;
- PERSONAL INJURY OR DEATH RESULTING FROM ARIGAMIX'S OR ITS AFFILIATES' OR SUBSIDIARIES NEGLIGENCE OR WILFUL MISCONDUCT;
- SLIGHT NEGLIGENT BREACH OF A SIGNIFICANT CONTRACTUAL OBLIGATION
 (AN OBLIGATION WHOSE COMPLETION ALLOWS FOR A PROPER
 PERFORMANCE OF THIS TOU AND IN WHOSE COMPLIANCE WITH YOU CAN
 GENERALLY TRUST). IN THIS CASE, ARIGAMIX'S OR ITS AFFILIATES' OR
 SUBSIDIARIES' LIABILITY SHALL BE LIMITED TO SUCH DAMAGES WHICH ARE
 TYPICAL FOR THIS TYPE OF AGREEMENT AND PREDICTABLE AT THE POINT IN
 TIME OF THESE TO ENTERING INTO FORCE.

IN ALL OTHER CASES, NEITHER ARIGAMIX NOR ITS AFFILIATES, SUBSIDIARIES, EMPLOYEES, AGENTS AND SUBCONTRACTORS SHALL BE LIABLE FOR ANY KIND OF DAMAGES OR CLAIMS HEREUNDER.

15. APPLICABLE LAW

The following applies if You access an ARIGAMIX Website from outside the European Union:

New York law will govern this TOU without giving effect to any principles of conflicts of laws. You also agree to comply with all applicable export control laws as set forth under the 'EXPORT CONTROL' Section below which are applicable to the transmission of data on the Internet, including, but, not limited to laws governing the use of encryption and laws governing the transmission of data across international boundaries, into prohibited countries, and containing personally identifiable information.

The following applies if You access an ARIGAMIX Website from within the European Union:

The laws of Germany will govern this TOU without giving effect to any principles of conflicts of laws. To the extent possible under applicable law, venue for all disputes in connection with this TOU shall be Karlsruhe, Germany.

16. SURVIVAL

Your confidentiality obligations hereunder shall survive termination of Your account. Upon any termination of Your account, or ARIGAMIX's written request, You must cease use of Confidential Information, and/or ARIGAMIX Websites, and return or destroy all Confidential Information in Your possession or control.

17. WAIVER AND SEVERABILITY

The failure of ARIGAMIX to exercise or enforce any right or provision of this TOU shall not constitute a waiver of such right or provision. To the extent that any provision in this TOU shall be found to be invalid or unenforceable, such provision shall be modified in such a

manner so as to make this TOU as modified, legal and enforceable under applicable laws and the balance of the provisions of this TOU shall not be affected thereby.

18. ENTIRE AGREEMENT

The TOU represents the entire arrangement between the Parties in respect of its subject matter and supersedes all prior agreements, understandings or arrangements (both oral and written) relating to its subject matter. No collateral agreements have been made.

19. EXPORT CONTROL

ARIGAMIX Websites may not be accessed or used by any national or certain countries or groups against which the European Union have instituted sanctions (including Iran, Cuba, North Korea, Syria and Sudan), Specially Designated Nationals, and other proscribed persons who are listed on the Denied Parties list. Further restrictions apply to any end user who will utilize Content provided on an ARIGAMIX Website in the design, development or production of nuclear, chemical or biological weapons, or rocket systems, space launch vehicles, and sounding rockets, or unmanned air vehicle systems; or any end user who has been prohibited from participating in the US and/or EU export transactions by any agency of the US government or European Union.

Due to technical uncertainties preventing verification of the identity and ultimate point of access by any person attempting to access or use an ARIGAMIX Website, Your access of an ARIGAMIX Website, including the presentment of any authorized user ID and password, constitutes Your express representation that (1) the person attempting access thereunder is not a national of any such sanctioned country or group or a Specially Designated National, and (2) is not included on such Denied Parties list, 3) has not been prohibited from participating in US and/or EU export transactions; 4) such use is not restricted, and (5) that, as an Authorized User, You have not disclosed or provided such password and user ID to any such person for use under Your registration. Users shall be fully liable and subject to prosecution to the full extent of the law for any violations of this paragraph.

The following applies if You access an ARIGAMIX Website from outside the United States and European Union:

You are doing so at Your own risk, and You remain fully responsible and liable for familiarity and compliance with these Terms of Use as well as with the laws, regulations, directives, codes, and rules of the United States, European Union, and the country within which you reside, including applicable import and export compliance laws and regulations, as well those of the jurisdiction from which You are accessing an ARIGAMIX Website, and any other applicable jurisdiction which may be involved in the access, transmission, routing, receipt, disclosure, storage or use of information on an ARIGAMIX Website.

The following applies if You access an ARIGAMIX Website from within the United States:

You agree that Your use of an ARIGAMIX Website, or any Content will be in compliance with U.S. export control laws and executive orders. The information provided on and through an ARIGAMIX Website may be deemed in some cases to be controlled technology and subject to the export control restrictions of the United States and other jurisdictions.

IT IS YOUR OBLIGATION TO VERIFY AND COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS OF THE UNITED STATES AND OF THE COUNTRY FROM WHICH YOU ARE ACCESSING AN ARIGAMIX WEBSITE.