

Wasabi Technologies Website Terms of Use

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The Site and Online Conduct

Portions of this Site may allow visitors and users to communicate or share information with Wasabi or others. You may use the Site only for lawful purposes and in accordance with these Terms of Use. When using this Site, you understand and agree that:

- You will only use this Site as intended, and will not use this Site in any way that violates any applicable federal, state, local or international law or regulation;
- You will not disrupt, interfere, infect, or alter (or attempt to do any of the foregoing) the Site in any way;
- While using any forums or other social networking tools, you will conduct yourself appropriately and communicate with other users professionally and respectfully;
- You may not obstruct, remove, or otherwise alter any proprietary rights, compliance, or other notices that may be provided with the content or services on the Site;
- You will ensure all persons who access the Site through your internet connection are aware of these Terms of Use and comply with them; and
- Wasabi may, at any time and for any reason, terminate or block your access to this Site, or remove or alter the Site (or any portion thereof).
- 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 Wasabi may have at law or in equity, if Wasabi determines, in its sole discretion, that you have violated or are likely to violate the foregoing prohibitions, Wasabi may take any action it deems necessary to cure or prevent the violation, including without limitation, the immediate removal of the related materials from this Site. Wasabi will fully cooperate with any law enforcement authorities or court order or subpoena requesting or directing Wasabi to disclose the identity of anyone posting such materials.

You may create an online user profile consisting of a username, password, and other information that you provide. It is a condition of your use of the Site that all the information you provide on the Site is correct, current and complete. Any personal information you provide will be subject to Wasabi's Privacy Policy (found here www.wasabi.com/legal/privacy-policy), and you consent to all actions Wasabi takes with respect to your information consistent with Wasabi's Privacy Policy.

You understand and agree that you are solely responsible for maintaining the privacy and security of your usernames and passwords, and for any activity associated with your online user profile. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. In the event that your username and password are compromised or you are aware of any unauthorized activity being conducted with your user credentials, you agree to immediately notify Wasabi.

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Wasabi maintains trademarks, service marks, logos, domain names, and other branding material for its organization, products, and services, and has a strong interest in maintaining the integrity of its intellectual property and brand. You understand and agree that you will not use any Wasabi trade or service mark, whether or not such marks are registered, without the prior written consent of Wasabi.

Privacy

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While using the Site, you may be asked to and may provide to feedback, commentary, information, or other content (collectively, "User-Provided Content") to Wasabi and other users. Any User-Provided Content you provide to Wasabi will be considered non-confidential and non-proprietary. You grant to Wasabi a worldwide, royalty-free, perpetual, irrevocable license to use, reproduce, modify, display, and distribute any User-Provided Content provided through this Site for any or all commercial or non-commercial purposes, and acknowledge and warrant that you have the right and authority to provide such license to Wasabi. You understand and acknowledge that you are responsible for any User-Provided Content you submit or contribute, and you, not Wasabi, have full responsibility for such content, including its legality, reliability, accuracy and appropriateness. Wasabi is not responsible, or liable to any third party, for the content or accuracy of any User-Provided Content posted by you or any other user of the Site. Wasabi has the right to disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy. Wasabi further retains the right to remove any or all User-Provided Content that includes any material Wasabi deems inappropriate or unacceptable.

Wasabi may, but is not obligated to, monitor or review any User-Provided Content. Wasabi will have no obligation to use, return, review, or respond to any User-Provided Content.

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IN THE EVENT OF ANY PROBLEM WITH YOUR USE OF THE SITE, YOU AGREE THAT YOUR SOLE REMEDY IS TO CEASE USING THIS SITE.

Indemnification

You agree to defend, indemnify and hold harmless Wasabi, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Site, including, but not limited to, your User-Provided Content, any use of the Site's content, services and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Site.

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Wasabi may, from time to time, change these Terms of Use with or without notice to you. It is your responsibility to review the most current version of these Terms of Use prior to use of the Site. All changes are effective immediately when posted and apply to all access to and use of the Site thereafter. Your continued use of the Site following the posting of revised Terms of Use means that you accept and agree to the changes.

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These Terms of Use and your use of this Site are subject by the laws of the Commonwealth of Massachusetts without regard to its conflicts of law provisions. Any dispute arising from or related to these terms may only be brought in the courts located in Suffolk County, Massachusetts. Although you may access this Site in other states or countries, your use of this Site still subjects you to the exclusive jurisdiction of these courts. These Terms of Use are provided to you in any language other than English are for your convenience only; the English-language version will govern use of this Site.

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If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

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