

TERMS OF USE FOR SAFY WEBSITES

1. SCOPE

SAFY BV [SAFY], Aziestraat 15, 6014 DA IJSTERVOORT / The Netherlands have created, own, and operate multiple websites, (each individually referred to hereunder as an [SAFY Website] and collectively [SAFY Websites]). The [SAFY Websites] allow you ([YOU] or [YOUR]) and other [SAFY] 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 [SAFY] and related software and services, obtain support for [SAFY] software and services, share information with [SAFY] and third parties, post comments, blog, provide reviews, vote on prospective features, and engage in conversations and activities related to [SAFY]'s products and services. The Websites also include information created and published by [SAFY] [SAFY Materials] and third parties [User Content], such as text, images, photographs, graphics, audio and video, data, code, and software (collectively, the [SAFY Materials] and [User Content] are referred to as [Content]).

2. ACCEPTANCE OF TERMS

[YOUR] access and use of the [SAFY 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 [SAFY Website], [SAFY 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 [SAFY]. 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 [SAFY], [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 [SAFY Website], [SAFY Materials], or [User Content]. Please note that this ToU does not govern the use of any cloud solutions provided by [SAFY] and for which [YOU] are required to enter into a separate agreement.

[SAFY] may modify the ToU to reflect changes in SAFY's business, applicable law, or for other reasons deemed necessary by [SAFY]. If the terms of the ToU change, [SAFY] will provide notice, which may include, but is not limited to notice provided through the Websites or an [SAFY] 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 [SAFY Website], [SAFY Materials], or [User Content].

3. USER CONTENT / LICENSE TO SAFY

[SAFY] does not claim ownership of [User Content] that you post, upload, input or submit to any [SAFY 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 [SAFY Website], [YOU] grant to [SAFY] a perpetual, irrevocable, 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 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 [SAFY] that [YOU] have the right, title, and/or authority to grant such license to [SAFY]. [SAFY] may elect not to post or publish [User Content] that [YOU] submit. If [SAFY] elects to post or publish [YOUR] [User Content], [SAFY] may in its sole discretion withdraw the posted or published [User

Content] for any reason and without notice even if [SAFY] has previously indicated to [YOU] that [SAFY] might or will post the [User Content] [YOU] have submitted.

[YOU] acknowledge and agree that the relationship between [YOU] and [SAFY] is not a confidential, fiduciary, or other special relationship. [SAFY] 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 [SAFY] 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 [SAFY]'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 SAFY WEBSITES AND CONTENT

The [SAFY Websites], the [SAFY 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 [SAFY Websites], [SAFY 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 [SAFY Materials] and [User Content]; provided that: (a) the [SAFY 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 [SAFY Materials] and [User Content] may not be modified or altered in any way, including any copyright notices.

[YOU] may not use the [SAFY Websites] in any manner that could damage, disable, overburden, or impair any [SAFY] server, or the network(s) connected to any [SAFY] server, or interfere with any other party's use and enjoyment of any [SAFY Website]. [YOU] may not attempt to gain unauthorized access to any [SAFY Website], other accounts, computer systems or networks connected to any [SAFY] 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 [SAFY Websites].

[YOU] agree not to use an [SAFY 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 [SAFY] official, [SAFY] 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 [SAFY 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 [SAFY Websites], or disobey any requirements, procedures, policies or regulations of networks connected to the [SAFY 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

[SAFY] may, in its sole discretion, at any time discontinue providing or limit access to the [SAFY Websites], any areas of the [SAFY Websites], or any [SAFY Materials] or [User Content] provided on or through the [SAFY Websites]. [YOU] agree that [SAFY] may, in its sole discretion, at any time, terminate or limit your access to, or use of, any or all of the [SAFY Websites] or any [SAFY] Material or [User Content]. In the event [YOU] are in material breach of the ToU, [SAFY] may, at its sole discretion, suspend or terminate [YOUR] account, delete [YOUR] Content from the [SAFY Website], and refuse [YOU] any current or future use of an [SAFY Website] without notice. [SAFY] 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 support@SAFY.nl. Please note that in the event that you elect to terminate your account, [SAFY] 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. [SAFY] CONTACT

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

7. CONFIDENTIAL INFORMATION

1. Except for [SAFY Websites] which are clearly identified as non-public forums (each a "Non-Public Forum"), [SAFY Websites] are intended to be public forums, and [YOU] agree not to provide [SAFY] 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 [SAFY 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].
2. [YOU] agree not to reproduce any Confidential Information to which you are provided access through an [SAFY Website] in any form except as authorized at the time of disclosure. Any reproduction of Confidential Information shall remain the property of [SAFY] 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 [SAFY] 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 [SAFY] Software or [SAFY Websites], or compete with [SAFY] Software or [SAFY Websites] in whole or in part. As used herein, [Confidential

TERMS OF USE FOR SAFY WEBSITES

Information] shall mean all trade secrets, intellectual property rights, and other information [SAFY] 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 [SAFY 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 A SAFY WEBSITE, WHETHER INTO A PUBLIC FORUM OR NON-PUBLIC FORUM, SHALL BE AT YOUR OWN RISK, AND SAFY TAKES NO RESPONSIBILITY FOR THE USE OR MISUSE OF ANY SUCH UPLOADED INFORMATION BY ANY OTHER USER OF A SAFY WEBSITE.

8. YOUR INFORMATION, PRIVACY, AND DATA PROTECTION

Some of the [SAFY Websites] require that [YOU] become a registered user. Before you can use these Websites, [YOU] have to register with [SAFY] and provide [SAFY] with certain information, which may include personally identifiable information, such as your name and your email address [Personal Data]. By providing [SAFY] with [Personal Data], [YOU] expressly agree that [SAFY] 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 [SAFY] 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 [SAFY], 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 support@SAFY.nl. 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 [SAFY 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 [SAFY] 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 [SAFY Websites] subject to [SAFY]'s Privacy Statement.

YOU AGREE TO COMPLY WITH THE TERMS OF THE SAFY PRIVACY STATEMENT, WHICH CAN BE FOUND BY CLICKING ON THE 'PRIVACY' LINK AT THE BOTTOM OF EACH WEB PAGE ON SAFY 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 Property Rights] to any [SAFY] Software, the [SAFY Websites], [SAFY Materials], and [User Content] belongs to [SAFY] 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 [SAFY] Software, the [SAFY Websites], any [SAFY 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 [SAFY] (and [SAFY] accepts such assignment) any modifications or derivative

works of any [SAFY] Software, the [SAFY Websites], and [SAFY Materials] made by [YOU] in contravention of this limitation without remuneration of any kind.

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

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

10. RESPONSIBILITY FOR CONTENT AND LINKS

[SAFY] IS ONLY RESPONSIBLE OR LIABLE FOR THE CONTENT POSTED ON AN [SAFY] WEBSITE TO THE EXTENT REQUIRED BY THE GERMAN TELEMEDIA ACT (TELEMEDIENTGESETZ, 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. [SAFY] 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 [SAFY Website]. [SAFY] may remove any Content posted on an [SAFY Website] at [SAFY]'s sole discretion.

[SAFY Websites] may contain links to external websites. [SAFY] shall not be responsible for the contents of any linked website, or any changes or updates to such websites. Additionally, [SAFY] 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. [SAFY] does not control and/or review the linked web-pages and the information provided by third parties.

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

12. INDEMNITY

The following applies if [YOU] access a Website from outside the EU:

[YOU] agree to indemnify and hold [SAFY], 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 [SAFY Website], [YOUR] breach of this ToU, any additional legal terms, or [SAFY]'s Privacy Statement, [YOUR] unauthorized use of any [SAFY]-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 [SAFY], 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 [SAFY]'s Copyright or Privacy Statements.

13. EXCLUSION OF WARRANTIES

[SAFY Websites] and Content are being provided to [YOU] "AS IS". To the fullest extent allowable by law, [SAFY] does not guarantee or warrant any features or qualities of any [SAFY Website] or Content or give any undertaking with regard to any other quality. Statements and explanations on [SAFY Websites] and Content in promotional material or on [SAFY 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 [SAFY] description of or advertisement except to the extent [SAFY] has expressly confirmed such warranty or undertaking in writing. Warranties are validly given only with the express written confirmation of [SAFY]'s management.

14. LIMITATION OF LIABILITY

[SAFY] will not be liable or responsible in any way for any [User Content] posted on or linked from an [SAFY 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 [SAFY Website] and made available by a third party.

The following applies if [YOU] access an [SAFY Website] from outside the European Union:

TO THE EXTENT ALLOWABLE BY APPLICABLE LAW, [SAFY] 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 [SAFY] 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 [SAFY] WEBSITE, [SAFY] SOFTWARE, OR [SAFY] MATERIALS; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES ARISING OUT OF YOUR USE OR INABILITY TO USE ANY [SAFY] SOFTWARE, [SAFY] MATERIALS OR SERVICES PURCHASED OR OBTAINED DURING TRANSACTIONS CONDUCTED ON A [SAFY] WEBSITE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS, MESSAGES, OR CONDUCT OF ANY THIRD PARTY ON AN [SAFY] WEBSITE; OR (v) ANY OTHER MATTER RELATING TO AN [SAFY] WEBSITE OR [SAFY] MATERIALS. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THESE LIMITATIONS SHALL NOT APPLY IN CASE OF INTENT OR GROSS NEGLIGENCE BY [SAFY] AND IN CASE OF [SAFY]'S STATUTORY LIABILITY FOR PERSONAL INJURY AND DEFECTIVE PRODUCTS.

The following applies if [YOU] access an [SAFY Website] from within the European Union:

TERMS OF USE FOR SAFY WEBSITES

IRRESPECTIVE OF THE LEGAL REASONS, [SAFY] AND [SAFY]'S AFFILIATES 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 [SAFY] '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, [SAFY] '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 [SAFY] 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 [SAFY 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 [SAFY Website] from within the European Union:

The laws of the Netherlands 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 Den Haag, The Netherlands.

16. SURVIVAL

[YOUR] confidentiality obligations hereunder shall survive termination of [YOUR] account. Upon any termination of [YOUR] account, or [SAFY] 's written request, [YOU] must cease use of Confidential Information, and/or [SAFY Websites], and return or destroy all Confidential Information in [YOUR] possession or control.

17. WAIVER AND SEVERABILITY

The failure of [SAFY] 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

[SAFY Websites] may not be accessed or used by any national or certain countries or groups against which the United States and/or 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 [SAFY 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 [SAFY Website], [YOUR] access of an [SAFY Website], including the presentation 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 [SAFY 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 [SAFY Website], and any other applicable jurisdiction which may be involved in the access, transmission, routing, receipt, disclosure, storage or use of information on an [SAFY Website].

The following applies if [YOU] access an [SAFY Website] from within the United States:

[YOU] agree that [YOUR] use of an [SAFY Website], or any Content will be in compliance with U.S. export control laws and executive orders. The information provided on and through an [SAFY 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 [SAFY] WEBSITE.

Revised and posted as of June 1, 2019