

# TERMS AND CONDITIONS

## Introduction

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- using this Website in any way that is, or may be, damaging Openspark Material;
- using this Website in any way that impacts user access to this Website;
- using this Website contrary to applicable laws and regulations, or in a way that causes, or may cause, harm to the Website, or to any person or business entity;
- engaging in any data mining, data harvesting, data extracting or any other similar activity in relation to this Website, or while using this Website; and
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Certain areas of this Website are restricted from access by you and Openspark may further restrict access by you to any areas of this Website, at any time, in its sole and absolute discretion. Any user ID and password you may have for this Website are confidential and you must maintain such information.

## Your Content

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IN THE EVENT OF ANY PROBLEM WITH THE WEBSITE, YOU AGREE THAT YOUR SOLE REMEDY IS TO CEASE ACCESSING AND VIEWING THE WEBSITE.

## Limitation of Liability

YOU ACKNOWLEDGE THAT YOU ARE ACCESSING AND VIEWING THE WEBSITE AND THE OPENSPARK MATERIAL AT YOUR OWN RISK. TO THE EXTENT PERMITTED BY APPLICABLE LAW, OPENSPARK SHALL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES IN ANY WAY ARISING FROM OR RELATING TO YOUR RELIANCE UPON, OR YOUR USE OF OR INABILITY TO ACCESS OR VIEW THE WEBSITE OR THE OPENSPARK MATERIAL, WHETHER SUCH CLAIMS ARE BASED IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT OPENSPARK IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## Indemnification

You hereby agree to indemnify, defend and hold harmless, to the fullest extent, Openspark, its members, managers, employees, contractors, agents and advisors from and against any and all liabilities, costs, demands, causes of action, damages and expenses (including reasonable attorney's fees) arising out of or in any way related to your use of the Website or Openspark Materials, including breach of any of the provisions of these Terms.

## Force Majeure

Openspark shall not be in default or otherwise liable for any delay in or failure of its performance under this Agreement where such delay or failure arises by reason of any Act of God, epidemic, pandemic, or any government or any governmental body, war, insurrection, acts of terrorism, the elements, strikes or labor disputes, or other similar or dissimilar causes beyond Openspark's control. Certain obligations may require the cooperation of third parties outside the control of Openspark. In the event such third parties fail to cooperate in a manner that reasonably permits the performance of Openspark's obligations, such failures shall be considered as causes beyond the control

of Openspark and shall not be the basis for a determination that Openspark is in breach of any of its obligations under this Agreement or is otherwise liable.

## **Severability**

If any provision of these Terms is found to be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render these Terms unenforceable or invalid as a whole, and such provisions shall be deleted without affecting the remaining provisions herein.

## **Variation of Terms**

From time to time, Openspark may without advance notice: (a) supplement or make changes to this Agreement and other rules, access and use procedures, documentation, security procedures and standards for equipment related to the Website or (b) add, modify or remove any content from the Website. All changes to the Agreement will be posted on this page and are effective as of the date they are posted. Accordingly, you should periodically visit this page to review the terms of this Agreement. Your access and viewing of the Website after a modification to this Agreement constitutes your acceptance of the modification.

## **Termination**

Openspark may terminate your access to all or any part of the Website at any time, with or without cause, with or without notice, effective immediately.

## **Governing Law & Jurisdiction**

These Terms will be governed by and construed in accordance with the laws of The Commonwealth of Massachusetts, and you submit to the non-exclusive jurisdiction of the state and federal courts located in Suffolk County, MA for the resolution of any disputes.

## **Entire Agreement**

These Terms, including any legal notices and disclaimers contained on this Website, constitute the entire agreement between Openspark and you in relation to your use of this

Website, and supersede all prior agreements and understandings with respect to the same.