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You represent and warrant that you are an individual (i.e. not a corporation), you are of legal age to form a binding contract, that all registration information you submit is accurate and truthful and that you will maintain the accuracy and truthfulness of such information by accessing your preference settings from within the Service. Company may, in its sole discretion, refuse to offer the Service to any person or entity and change its eligibility criteria at any time. This provision is void where prohibited by law and the right to access the Service is revoked in such jurisdictions.

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annotations to Content accessible through the Service, or (iv) share with another person any content stored on your or a third party's computer system.

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PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (IV) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGINATION); OR (V) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

Fees and Payment. Although our basic Services are currently free to users, Company reserves the right to amend or withdraw such free Services at any time. Premium Services require payment in order to be accessed by users. You shall pay all applicable fees, as described on the Site, in connection with any such Services selected by you. Failure to make the appropriate payment will result in the withdrawal of your access to the charged-for Services. Company reserves the right to change its price list and to institute new charges at any time, upon notice to you, which may be sent by email or posted on the Site. Your continuing use of the Services following such notification constitutes your acceptance of any new or increased charges. Any fees paid hereunder are non-refundable (your statutory rights are not affected).

Dispute Resolution. A printed version of the Terms of Use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You and Company agree that any cause of action arising out of or related to the Service must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred.

This Agreement shall be governed by and construed in accordance with the laws of the United Kingdom. Any dispute arising from or relating to the subject matter of this Agreement shall be finally settled by arbitration in London, England, using the English language in accordance with the Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. "JAMS" (www.jamsinternational.com) then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of JAMS arbitrators in accordance with the Arbitration Rules and Procedures of JAMS. The prevailing party in any arbitration or other proceeding arising under these Terms of Use shall be entitled to receive reimbursement of its reasonable expenses (including reasonable attorneys' fees, expert witness fees and all other expenses) incurred in connection therewith. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, each party shall have the right to institute an action in a court of proper jurisdiction for injunctive or other equitable relief pending a final decision by the arbitrator. For all purposes of this Agreement, the parties consent to exclusive jurisdiction and venue in the United Kingdom Courts. Use of the Service is not authorized in any jurisdiction that does not give effect to all provisions of the Terms of Use, including without limitation, this Section.

Integration and Severability. The Terms of Use are the entire agreement between you and Company with respect to the Site and use of the Service, and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and Company with respect to the same. If any provision of the Terms of Use is found to be

unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Terms of Use will otherwise remain in full force and effect and enforceable. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

Miscellaneous. Company shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond Company's reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation (including "line-noise" interference). The Terms of Use are personal to you, and are not assignable, transferable or sub licensable by you except with Company's prior written consent. Company may assign, transfer or delegate any of its rights and obligations hereunder without consent. No agency, partnership, joint venture, or employment relationship is created as a result of the Terms of Use and neither party has any authority of any kind to bind the other in any respect. All notices under the Terms of Use will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service.

Copyright Dispute Policy. Company has adopted the following general policy toward copyright infringement in accordance with the European Union Copyright Directive. The address of Company's Designated Agent to Receive Notification of Claimed Infringement ("Designated Agent") is listed at the end of this Section. It is Company's policy to (1) block access to or remove material that it believes in good faith to be copyrighted material that has been illegally copied and distributed by any of our advertisers, affiliates, content providers, members or users; and (2) remove and discontinue service to repeat offenders.

Procedure for Reporting Copyright Infringements:

If you believe that material or content residing on or accessible through the Services infringes a copyright, please send a notice of copyright infringement containing the following information to the Designated Agent listed below:

A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that has been allegedly infringed;

Identification of works or materials being infringed;

Identification of the material that is claimed to be infringing including information regarding the location of the infringing materials that the copyright owner seeks to have removed, with sufficient detail so that Company is capable of finding and verifying its existence;

Contact information about the notifier including address, telephone number and, if available, email address;

A statement that the notifier has a good faith belief that the material identified in (3) is not authorized by the copyright owner, its agent, or the law; and

A statement made under penalty of perjury that the information provided is accurate and the notifying party is authorized to make the complaint on behalf of the copyright owner. Once Proper Bona Fide Infringement Notification is Received by the Designated Agent:

It is Company's policy:

to remove or disable access to the infringing material;

to notify the content provider, member or user that it has removed or disabled access to the material; and

that repeat offenders will have the infringing material removed from the system and that Company will terminate such content provider's, member's or user's access to the Service.

Procedure to Supply a Counter-Notice to the Designated Agent:

If the content provider, member or user believes that the material that was removed (or to which access was disabled) is not infringing, or the content provider, member or user believes that it has the right to post and use such material from the copyright owner, the copyright owner's agent, or, pursuant to the law, the content provider, member, or user, must send a counter-notice containing the following information to the Designated Agent listed below:

A physical or electronic signature of the content provider, member or user;

Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or disabled;

A statement that the content provider, member or user has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material; and

Content provider's, member's or user's name, address, telephone number, and, if available, email address, and a statement that such person or entity consents to the jurisdiction of the UK Court for the judicial district in which the content provider's, member's or user's address is located, or, if the content provider's, member's or user's address is located outside the United Kingdom, for any judicial district in which Company is located, and that such person or entity will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Designated Agent, Company may send a copy of the counter-notice to the original complaining party informing that person that Company may replace the removed material or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed material may be replaced or access to it restored in 10 to 14 business days or more after receipt of the counter-notice, at Company's discretion. Please contact Company's Designated Agent to Receive Notification of Claimed Infringement at copyright@digital-science.com or the following address:

Digital Science

625 Massachusetts Avenue, Cambridge, MA, 02139

Attention: Legal Department

Effective Date: January 17th, 2012

