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2. Accepting the Terms. In order to use the Sites, you must first agree to these Terms of Use. You may not use the Sites if you do not accept these Terms of Use. You accept these Terms of Use by actually using the Sites. In this case, you understand and agree that Balanomics™ will treat your use of the Balanomics™ Sites as acceptance of the Terms from that point onwards.

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You understand and agree that if Balanomics™ restricts or disables access to the Sites, you may be prevented from accessing any files or other content which you or other users post through the Sites.

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Your use of the Sites, including any content you submit, will comply with all applicable local, state, national, and international laws, rules, and regulations (including but not limited to laws governing competition, trade, false advertising and export control) and these Terms of Use.

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You will not collect information about other users of the Sites without their consent.

You will treat other users of the Sites with respect.

You are at least 18 years old.

You will not submit any content that:

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- Is harassing, defamatory, abusive, pornographic, obscene, or otherwise objectionable (in Balanomics™ sole judgment); or
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6. Contact. By submitting your email address in connection with your use of the Sites, you agree that Balanomics™ and its third party service providers may use your email address to contact you about your comments and otherwise.

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13. Breach. You agree that Balanomics™ has no responsibility to you or to any third party for any breach of your obligations under these Terms or any resulting consequences, and that you are solely responsible for the same (including any loss or damage which Balanomics™ may suffer).

14. Indemnification. You agree to indemnify and hold the Balanomics™ Entities harmless from any claims, demands, liabilities, losses, damages, costs, and expenses (including, without limitation, reasonable attorneys' fees) arising from your breach of any warranties, representations, and agreements set forth in these Terms of Use, including, without limitation, your unauthorized or improper use of any Content.

15. Governing Law. This agreement shall be governed in accordance with the laws of the State of California and its validity, construction, and effect shall be governed by and enforced pursuant to the substantive laws of the State of California.

16. General Provisions. These Terms of Use shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. If any provision of these Terms of Use is held to be invalid or unenforceable, such provision shall be struck, and the remaining provisions shall be enforced. Our failure to enforce any provision of these Terms of Use shall not constitute a waiver of that or any other provision. These Terms of Use set forth the entire understanding and agreement between you and us regarding your use of the Sites.