

End User License Agreement

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1. Background of Agreement

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9. General Provisions

- (a) You specifically agree and acknowledge that you have, in addition to the terms of this *Agreement*, reviewed the Terms of Use and any other agreements which may be incorporated by reference therein, and to the extent of their incorporation in this *Agreement* you agree to be bound by them.
- (b) **NONECG** failure to insist upon or enforce strict performance of any provision of this *Agreement* shall not be construed as a waiver of any provision or right.
- (c) This *Agreement* is personal to you and is not assignable by you without **NONECG** prior written consent. **NONECG** may assign this Agreement without your consent to any other party so long as such party agrees to be bound by its terms.
- (d) If all or part of any provision of this *Agreement* is wholly or partially unenforceable, the parties or, in the even the parties are unable to agree, a court of competent jurisdiction, shall put in place of such whole or part provision an enforceable provision or provisions, that as nearly as possible reflects the terms of the unenforceable whole or part provision.
- (e) You agree to pay and be responsible for any and all sales taxes, use taxes, value added taxes and duties imposed by any jurisdiction as a result of the license granted to you, or of your use of the *Content*, pursuant to this Agreement.
- (f) The parties have requested that this *Agreement* and all related documents be drawn up in English.

10. Contact

If you have concerns relating to this *Agreement*, contact **NONECG** at info@nonecg.com.

11. Acknowledgement

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND HAD AN OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE PRIOR TO AGREEING TO IT. IN CONSIDERATION OF **NONECG** AGREEING TO PROVIDE THE CONTENT, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. YOU FURTHER AGREE THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND **NONECG**, WHICH SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATION BETWEEN YOU AND **NONECG** RELATING TO THE SUBJECT OF THIS AGREEMENT.

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