

## **TERMS OF USE**

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PLEASE READ THIS USER AGREEMENT ("USER AGREEMENT") CAREFULLY BEFORE ENTERING THE SITE. EACH TIME YOU ENTER THE SITE, YOUR USE INDICATES YOUR FULL ACCEPTANCE OF AND AGREEMENT TO ABIDE BY THIS USER AGREEMENT IN ITS THEN CURRENT FORM. IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS STATED IN THIS USER AGREEMENT, PLEASE EXIT THE SITE.

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Your continuing right to use the Site is subject to your agreement to abide by this User Agreement in its entirety, as well as any other rules, procedures, policies, terms, or conditions that govern all or any portion of the Site. At any time and for any reason we may revoke your right to use all or any portion of the Site.

### **No Reliance**

All content provided on this Site is for informational purposes only. No statements contained on this Site should be construed as a guarantee or assurance of future performance or future results. There are various risks you assume when reviewing the content on this Site. Dated content speaks only as of the date indicated. We may modify the content on this Site at any time and without notice to you. We make reasonable efforts to provide accurate content, but at times we may not promptly update or correct the Site even if we are aware that it is inaccurate, outdated or otherwise inappropriate. In addition, we do not endorse the opinions of, or warrant the accuracy of facts or other content contributed by any third party. You agree that we are not liable for any action you take or decision you make in reliance on any content on the Site.

Nothing on the Site is intended to be, and you should not consider anything on the Site to be legal advice. You are encouraged to discuss information that you learn from the Site with your financial, legal or tax advisors, and others with whom you share legal decisions.

### **Your Representations and Warranties**

You represent and warrant that you have full authority and all rights necessary to enter into and fully perform all of your obligations pursuant to this User Agreement. You represent and warrant that you have not and you will not enter into any agreement or perform any act which might contravene the purposes and/or effects of this User Agreement. You represent and warrant that you will not delete any content from the Site.

### **Passwords**

Certain portions of this Site are password protected and the content of such areas are subject to the confidentiality provisions of the respective Origin documents. By entering those portions of the Site you are agreeing to be bound by the confidentiality provisions of the respective documents. If you are provided a password by Origin, you must keep your password confidential. You may not disclose your password to any third party without obtaining the express approval of Origin. You accept full responsibility for any use of your password. You agree to notify Origin immediately of any actual or suspected loss, theft, or unauthorized use of your password.

Without limiting the generality of any other disclaimers in this User Agreement, Origin is not responsible for any loss to you that arises from such use or action or from your failure to comply with these provisions regarding maintaining the security and confidentiality of your password.

### **Third Party Links**

Origin is not responsible for information on any third party website that is referred in, or accessible or connected by hyperlink to, the Site. If you access any third party website through the Site or otherwise, you do so at your own risk. Hyperlinks to or from the Site do not constitute third party endorsement of, sponsorship by or affiliation with us.

### **No Warranty**

Origin disclaims all warranties with respect to the site that the law allows it to disclaim. The Site is provided "as is" and "as available." We disclaim all representations and warranties, express or implied, of any kind with respect to the Site including warranties of merchantability, fitness for a particular purpose and non-infringement of intellectual property and proprietary rights. Without limiting our general disclaimer, we do not warrant the availability, accuracy, completeness, timeliness, functionality, reliability, sequencing, or speed of delivery of the Site or any part of the content. Origin's liability with respect to the site is limited to the maximum extent permitted by law.

### **Limitation of Liability**

In no event shall Origin, its affiliates, or their officers, directors, principals, agents, and employees be liable for any claims, liabilities, losses, costs, or damages, including indirect, punitive, incidental, special, or consequential damages, arising out of or in any way connected with the use of or inability to use the Site or with any delay or technical problems in using the Site, or any information and materials obtained through the Site, or otherwise arising out of the use of the Site; in any case whether based on theories arising in contract, tort, strict liability or otherwise. Such limitations apply even if Origin, its affiliates, or any of their officers, directors, principals, agents, or employees have been advised of the possibility of damages. Some states limit the applicability of disclaimers or limitations of liability, in which case such limitations shall apply only to the extent legally enforceable in the applicable jurisdiction.

## **Breach and Indemnification**

You will be responsible for any liability to Origin that arises out of your breach of this User Agreement or your use of the Site. You agree to indemnify, defend and hold harmless Origin and its affiliates, agents, employees and third party sources from and against any and all suits, losses, claims, demands, liabilities, damages, costs and expenses (including reasonable attorneys' fees) that arise from or relate to your use of the Site, your breach of this User Agreement or any representation, warranty, or covenant made by you in this User Agreement, your violation of any applicable law, statute, ordinance, regulation or of any third party's rights, or claims asserted by third parties which, if proven, would place you in breach of representations, warranties, covenants, or other provisions contained in this User Agreement.

## **Updates to the Site and Modifications to the User Agreement**

You acknowledge that Origin may update the Site and its contents, and may modify the terms of this User Agreement at any time and without notice to you. Modifications will be effective immediately upon posting unless we indicate otherwise. You agree to review periodically the terms of this User Agreement. By entering the Site you agree to and fully accept this User Agreement in its then current form each time you enter the Site.

## **General**

This User Agreement shall be governed by and construed under the laws of the state of California, without regard to its choice of law rules. Any legal action brought hereunder shall be brought exclusively in the courts in the County of Los Angeles, California, and it is agreed that such courts shall have jurisdiction over the parties to this agreement and any dispute arising hereunder. Origin may monitor and record activity on the Site and respond as we deem appropriate. If any provision of this User Agreement is held to be invalid or unenforceable in any jurisdiction, such provision shall be deemed modified to the minimum extent necessary so that such provision shall no longer be held to be invalid or unenforceable, and this User Agreement shall be interpreted so as to achieve the intent expressed herein to the greatest extent possible in the jurisdiction in question. Any such modification, invalidity or unenforceability shall be strictly limited both to such provision and to such jurisdiction.

Services are offered by Origin in accordance with applicable federal and state laws.

To give notice, or if you have any questions or comments about our terms and conditions, please contact us in writing.

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