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### Conditions

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## **Personal Account**

To receive certain Services, you need to create a Personal Account on the Site.

By using the Personal Account, you guarantee (a) to provide accurate, up-to-date, and complete information that may be requested in the Personal Account; (b) to observe confidentiality and security of your password and prevent unauthorized access by third parties to your password, email and phone; (c) to maintain up-to-date, accurate, and complete registration data and other information provided in the Personal Account, and in the event of any data modification to promptly update it in the Personal Account; and (d) to undertake all the risks of unauthorized access to the registration data and any other information that you provide in your Personal Account, and (e) to undertake liability for all actions within your Personal Account.

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### **Indemnification**

You agree to indemnify, defend and hold harmless ScaleLab, its affiliates and suppliers from any liability, loss, claim and expense (including attorneys' fees and costs) related to or arising from your violation of this Agreement.

### **Use Subject to Privacy Policy**

All information about you stored or transmitted in any way on the Site or through the use of the Services on the Site is subject to our Privacy Policy, which you can find at the following link: [Privacy Policy](#). You understand that through your use of the Services, you consent to the terms of the Privacy Policy.

### **Links to Other Sites**

Using the Site, you may be led to other web sites operated by ScaleLab affiliates or third parties. Because ScaleLab does not have control over the content and performance of these affiliate or third party sites, ScaleLab makes no guarantees about the accuracy, currency, content, or quality of the information provided by such sites, and ScaleLab assumes no responsibility for unintended, objectionable, inaccurate, misleading, or unlawful content that may reside on those sites. Furthermore, the Privacy Policy is applicable only when you are on the Site and does not apply to any affiliate or third party sites. ScaleLab is not responsible for the use of the information that you provide these affiliates or third parties. ScaleLab encourages you to read each site's applicable terms and conditions and privacy policies.

### **Modifications to Agreement**

ScaleLab may modify this Agreement at any time, and such modifications shall be effective immediately upon posting of the modified Agreement on the Site. Accordingly, you agree to review the Agreement posted on the Site every time before using the Site. Your continued access or use of the Site shall be deemed your acceptance of the modified Agreement in effect at the time of access.

### **Termination**

This Agreement shall remain in full force and effect while you use the Services. You may terminate your use of the Services. ScaleLab may terminate or suspend your access to the Services at any time, for any reason, and without warning, which may result in the loss of access to information and destruction of all information associated with your use of the Site. ScaleLab may also terminate or suspend any and all Services and access to the Website immediately, without prior notice or liability, if you breach any of the terms or conditions of this Agreement. All provisions of this Agreement which, by their nature, should survive termination, shall survive termination, including without limitation, ownership provisions.

## **Miscellaneous**

You represent and warrant to ScaleLab that: (i) if you are an individual, you are of legal age to form a binding contract or have your parent's permission to do so, and you are at least 13 years or age or older; (ii) all registration information you submit is accurate and truthful; and (iii) you will maintain the accuracy of such information. You also certify that you are legally permitted to use and access the Services and take full responsibility for the selection and use of and access to the Services.

This Agreement is void where prohibited by law, and the right to access the Services is revoked in such jurisdictions.

This Agreement and the resolution of any dispute related to this Agreement or the Site shall be governed by and construed in accordance with the laws of the State of California without giving effect to any principles of conflicts of law and the venue for any disputes shall be in Los Angeles County, California. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, that provision will be enforced to the maximum extent permissible, and the remaining provisions will remain in full force and effect. Failure by ScaleLab to insist upon strict enforcement of any provision of this Agreement shall not be construed as a waiver of any provision or right. This Agreement is in addition to any other written agreements you may have entered into with, or will enter into with, ScaleLab.

These Terms and Conditions of Use were updated on May 10, 2024.