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4. One Registration

Each person may register only once, and all persons must keep their user credentials safe and secure, and may not hand out their password to any third party. The corresponding user password is to be kept secret by the user and we accept no liability or responsibility for other parties knowing, coming to know, or seeking to discover any user's password. Each user is responsible for the use of his account.

5. Registration process

During the registration process, a user name is provided by OSE. User accounts are non-transferable. Any abuse of the user account, be it to the detriment of third parties or to the detriment of OSE, shall inevitably result in the disqualification of the user and the report of a crime. The user shall be liable for all activities that are undertaken using the user account together with the associated password.

6. Sanctions

Should user be in violation of the present Terms and Conditions, OSE is free at any time to temporarily or permanently disqualify the user, or disable his account at any time, ("use sanctions") at its sole discretion. OSE may also use sanctions when in the reasonable opinion of OSE a user has violated statutory provisions, the rights of third

parties, or the General Conditions. Sanctions can also occur if OSE has another justified interest in such for the protection of other users or, among other reasons, to prevent manipulation or fraudulent behaviour. Any abuse of the user account, be it to the detriment of third parties, of any one or more users, or of OSE, may also result in the disqualification of the user and the reporting of a crime. OSE reserves the right in its absolute discretion to not accept users or to disqualify users from using all OSE services and is not liable for lost value or trouble caused by its users breaking these terms & conditions.

By registering with OSE, the user warrants and understands that he will be added to the OSE email newsletter list, and that he may receive promotional emails from OSE. The user may unsubscribe from the newsletter at any time, by simply clicking on the unsubscribe link in the newsletter emails sent to the user, or logging in to the site and changing their newsletter settings. OSE will never sell, rent or give the users email out to any third party without the permission of the user, subject to the applicable sections of the Privacy Policy.

7. Software License

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9. Prohibitions

User shall not attempt to modify, dismantle, or decompile or allow anyone to modify, dismantle, or decompile the Software or any portion thereof in any possible way. User further agrees that it shall not use the Software to assist in the development or design of a computer program that is intended to provide substantially similar functionality as the Software. The Software shall not be used to develop, nor shall user market, any conversion utility or aid specific to the Software enabling or facilitating users to convert from the Software or a database created by using the software to an alternative software or alternative database not marketed by OSE.

10. Security

To the extent possible in his role as a user, user shall ensure the security of the Software, as to physical and electronic intrusions. In particular, in order to protect the trade secrets included in the Software, user shall protect the areas of the user premises and computing infrastructure where the Software is accessible, so as to prevent unauthorised persons from gaining access and restrict access to those persons having a need to access the Software. Among other measures, user shall protect his user name and password to prevent unauthorized access to the Software.

11. Modifications

User shall not modify or prepare derived works or adaptations from the Software or the website.

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cause to appear any pop-up, pop-under, exit windows, expanding buttons, banners, advertisement, or anything else that minimizes, covers, or otherwise inhibits the full display of the website;

use or access our website in such manner, or otherwise take any action, that taxes our infrastructure to an unreasonable and disproportionate extent, or reduces the speed of the website, that otherwise interferes with the normal functioning of the website or otherwise abuses or overuses the website;

circumvent, or attempt to circumvent, any measures or precautions taken by OSE to prevent the use or access of the website, or any other action, in violation of these Terms and Conditions;

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15. Hold Harmless

User shall indemnify and forever save harmless OSE, its partners, affiliates and suppliers and each of their respective directors, officers, employees, consultants, agents and suppliers from and against any and all claims, demands, actions, suits, losses, costs, charges, expenses, damages and liabilities, (including legal fees) which may be incurred by reason of or in connection with user's use of this website, from user's breach of any term of these Terms and Conditions, the General Conditions, or from any such acts arising through user's use of any information provided through this website or the provision of any communications or other materials by user to the website.

16. Temporarily Halted Use

A system outage has occurred if the site or the software cannot be used due to an unforeseeable disruption in the system. With the currently available technology, it is not possible to develop and operate computer programs and data processing systems completely without errors, or to rule out any unpredictable events in connection with the internet. OSE, therefore, provides no guarantee for the constant and uninterrupted availability of its website, its integrated software and/or technical systems.

17. Force majeure

OSE shall not be liable for any loss, detention, default, damage, or delay in fulfilling the obligations under these Terms & Conditions or the General Conditions if such is caused by force majeure or resulting from conditions or causes beyond its reasonable control including, but not limited to, shortage of water, power, facilities, materials, and supplies, breakdowns in or the loss of production, acts of God, war, mobilization, strikes, lockouts, labour controversies, riots, fire, flood, explosion, governmental controls or regulations, embargoes, wrecks or delays in transportation, labour disputes, civil insurrection, civil or military authority, inability to obtain necessary labour, materials, or manufacturing facilities due to such causes or delays of subcontractors or suppliers in furnishing materials or supplies due to one or more of the foregoing causes.

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competent to hear appeals there from. The UN Convention on the International Sale of Goods shall not apply.

20. Protection of Data

The protection of your data is very important to us. For more information on the collection, processing, and use of personal data, please read our Privacy Policy, which is hereby incorporated by reference into these Terms & Conditions.

21. External Links

Any links to third party websites on the OSE website are provided solely as a convenience to users. If users use these links, they will leave the OSE website. OSE has not reviewed all of these third party websites and does not control and is not responsible for any of these websites or their content. Therefore, OSE does not endorse or make any representations about them, or any information, or other products or materials found there, or any results that may be obtained from using them. If users decide to access any of the third party websites linked to the OSE website, they do this entirely at their own risk. OSE cannot take any responsibility for the content of the data protection and privacy guidelines of third-party websites.

22. Respect of Laws

The user agrees to comply with all applicable local, provincial, federal and international laws, regulations and treaties while using this website. The user may only participate in and on the website if it is legal for him/her to do so according to the laws that apply in the jurisdiction from which he/she is connecting. In addition, while using the OSE website, users shall comply with generally accepted Internet standards and shall refrain from any abusive use of the Internet in accordance with these Terms and Conditions or the General Conditions as modified from time to time.

The user understands and accepts that OSE is unable to provide him with any legal advice or assurances on this point and that it is the user's sole responsibility to ensure that at all times he complies with the laws that govern him and that he has a complete legal right to use the website.

23. General

These Terms & Conditions are binding on the parties and on their respective successors and assigns. The user may not transfer, assign, charge or otherwise dispose of any contract formed under these Terms & Conditions or any of their rights or obligations without OSE's prior written consent.

OSE may revise these Terms and Conditions or any part of the General Conditions at any time by updating their posting. You should visit the various pages of the General Conditions from time to time to review the then-current Terms because they are binding on you and your continued use of the Website signifies your acceptance of these revised Terms. All users will be subject to all legal conditions (Terms and Conditions, General Conditions, Privacy Policy etc.) in force at the time that they use the OSE website, unless any change to such conditions is required to be made by law or governmental authority or OSE notifies its users of the changes to such conditions (in which case OSE has the right to assume that all users have accepted the changes to the conditions unless notified to the contrary with 7 working days by the user).

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No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default, a renunciation to invoke such default or breach at a later date.

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In case of discrepancy between the French and English versions of these Terms and Conditions, the Privacy Policy or any part of the General Conditions, the French or the English version shall prevail depending on the language of choice on record on the OSE database.

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