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- (c)** Attempt to probe, scan or test the vulnerability of any Architect system or network or breach any security or authentication measures;
- (d)** Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Architect or any of Architect's providers or any other third party (including another user) to protect the Site;
- (e)** Attempt to access or search the Site or download content from the Site using any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by Architect or other generally available third-party web browsers;
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- (h) Use the Site, or any portion thereof, for any commercial purpose or for the benefit of any third party or in any manner not permitted by these Terms or otherwise expressly authorized by Architect in writing;
- (i) Forge any header or any part of the header information in any email or newsgroup posting, or in any way use the Site to send altered, deceptive or false source-identifying information;
- (j) Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Site;
- (k) Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Site;
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- (m) Violate any applicable law or regulation; or
- (n) Use the Site or any Content for any purpose that is unlawful or prohibited by these Terms, or to solicit the performance of any illegal activity or other activity which infringes the rights of Architect or others.

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Architect reserves the right to do any of the following, at any time, without notice: (a) to modify, suspend or terminate operation of or access to the Site, or any portion of the Site, for any reason; (b) to modify or change the Site, or any portion of the Site; and (c) to interrupt the operation of the Site, or any portion of the Site, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

**9. Indemnity.** You will indemnify and hold Architect, and each of its officers, directors, employees, agents, subsidiaries and affiliates, harmless from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses (including attorneys' fees), made against Architect by any third party due to or arising out of or in any way connected with (a) your access to or use of the Site and any Content contained therein, or (b) your violation of these Terms.

**10. Limitation of Liability.** Except where prohibited by law, in no event will Architect be liable to you for any indirect, consequential, exemplary, incidental or punitive damages, including lost profits or trading losses, even if Architect has been advised of the possibility of such damages.

If, notwithstanding the other provisions of these Terms, Architect is found to be liable to you for any damage or loss which arises out of or is in any way connected with your use of the Site or any Content, Architect's liability shall in no event exceed the greater of US \$10.00. Some jurisdictions do not allow limitations of liability, so the foregoing limitation may not apply to you.

**11. Dispute Resolution, Governing Law, and Arbitration.** You agree that these Terms will be governed by and construed under the laws of the State of New York without regard to conflicts of law principles. The parties will submit all disputes arising under these Terms to arbitration in New York City, New York before a single arbitrator of the American Arbitration Association ("AAA"), unless you opt out of arbitration by sending an opt out notice to Architect at [legal@architect.co](mailto:legal@architect.co) within the first 30 days of being subject to these Terms. The arbitrator shall be selected by application of the rules of the AAA, or by mutual

agreement of the parties. Neither party to these Terms will challenge the jurisdiction or venue provisions as provided in this section. Nothing contained herein shall prevent a party from obtaining an injunction. You waive your right to participate in class action lawsuits or class-wide arbitration for claims arising out of these Terms.

### **13. General Terms.**

**(a)** Entire Agreement; Assignment. These Terms constitute the entire and exclusive understanding and agreement between Architect and you regarding the Site, and these Terms supersede and replace all prior oral or written understandings or agreements between Architect and you regarding the Site. If any provision of these Terms is held invalid or unenforceable by an arbitrator or a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect. You may not assign or transfer these Terms, by operation of law or otherwise, without Architect's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null. Architect may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

**(b)** Notices. Any notices or other communications provided by Architect under these Terms will be given: (i) via email; or (ii) by posting to the Site. For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted.

**(c)** Waiver of Rights. Architect's failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Architect. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

**14. Contact Information.** If you have any questions about these Terms please contact Architect at: [legal@architect.co](mailto:legal@architect.co), or if you have questions about the Site or wish to provide Feedback, please contact Architect at: [support@architect.co](mailto:support@architect.co)