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11. **Sole Remedy and Allocation of Risk.** YOUR SOLE AND EXCLUSIVE REMEDY AND THE COMPANY'S SOLE AND EXCLUSIVE LIABILITY ARE SET FORTH IN THIS AGREEMENT. This Agreement defines a mutually agreed-upon allocation of risk.
12. **Company Disclosures.**
- (a) **By Law or to Protect Rights** Company may disclose your personally identifying information in connection with efforts to investigate, prevent or take action regarding illegal activity, suspected fraud or other wrongdoing; to protect and defend the rights, property or safety of Company, our users, our employees or others; to comply with applicable law or cooperate with law enforcement; to enforce this Agreement or other agreements or policies, in response to a subpoena or similar investigative demand, or to comply with a court order or a request for cooperation from a law enforcement or other government agency; to establish or exercise our legal rights; to defend against legal claims; or as otherwise required by law. In such cases, we may raise or waive any legal objection or right available to us.
 - (b) **Third-Party Service Providers** Company may share your personally identifying information, which may include your name and contact information with our authorized service providers that perform certain services on our behalf. These services may include fulfilling orders, providing customer service and marketing assistance, performing business and sales analysis, supporting the Website's functionality and supporting contests, sweepstakes, surveys and other features offered through the Website. Company may also share your name, contact information and credit card information with our authorized service providers who process credit card payments. These service providers may have access to personal information needed to perform their functions but are not permitted to share or use such information for any other purpose.
 - (c) **Business Transfers** Company reserves the right to transfer all personally identifying information in its possession to a successor organization in the event of a merger, acquisition, bankruptcy or other sale of all or a portion of Company's assets. Personally identifying information submitted or collected after a transfer, however, may be subject to a new privacy policy adopted by the successor organization.
13. **Third Party Software Licenses.** Third Party Software included with the Software is licensed under the terms of Third Party Software Licenses. You understand and agree that, although provided to you by the Company with the Software, your use of Third Party Software shall be and is governed by such Third Party Software Licenses. You understand and acknowledge that Third Party Software is being provided "AS IS" WITHOUT ANY WARRANTY, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. If there is a conflict between this Agreement and any Third Party Software License with respect to Third Party Software, the provisions of such Third Party Software License shall prevail.

14. **Export Restrictions.** You agree to comply with all export and re-export restrictions and regulations (“Export Restrictions”) imposed by the United States or any other country in which you conduct business. Without limiting the generality of the foregoing, and regardless of any disclosure made by you to the Company regarding an ultimate destination of the Software, you represent and warrant that you understand that U.S. law currently prohibits the export or re-export, directly or indirectly (including via remote access), of U.S. origin products and technology to certain proscribed countries (which could include Cuba, Iran, Sudan, North Korea and Syria and/or any other country that may become subject to an embargo by the United States), entities, organizations, and individuals, without prior authorization from the U.S. Government. You will not commit any act or omission that will result in a breach of any such Export Restrictions. Your breach of this clause shall constitute cause for immediate termination of this Agreement.
15. **High Risk Activities.** The Software is not designed, manufactured or intended for use or resale as on-line control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of the Software could lead directly to death, personal injury, or severe physical or environmental damage (“High Risk Activities”). The Company specifically disclaims any express or implied warranty of fitness for High Risk Activities.
16. **Termination.** The licenses granted herein shall automatically terminate without notice if you fail to comply with any material provision of this Agreement. In such event, you must immediately uninstall and return the Software, including all Documentation and original media, to the Company. This shall not limit or affect any remedy available to the Company for your breach of this Agreement.
17. **Miscellaneous.**
- (a) This Agreement shall be governed by the laws of the State of New York, exclusive of its choice of law rules. Any dispute between you and the Company regarding this Agreement will be subject to the exclusive jurisdiction of the state and federal courts sitting in the State of New York. In any such action, the prevailing party will be entitled to costs and attorneys’ fees.
- (b) You may not assign, sublicense, or transfer this Agreement, the Software, or any rights or obligations hereunder without prior written consent of the Company. Any such attempted assignment, sublicense, or transfer will be null and void. The Company may terminate this Agreement in the event of any such attempted assignment, sublicense, or transfer.
- (c) This Agreement is only in English, and will be provided only in the English language. Further, English will be controlling in all respects, and all versions hereof in any other language will not be binding on the parties hereto. All communications and notices to be made or given pursuant to this Agreement must be in the English language.
- (d) The Agreement constitutes the final and complete understanding between you and the Company with respect to the subject matter of this Agreement. Any modifications or waivers of this Agreement must be in writing and signed by both parties hereto.
- (e) If any provision in this Agreement is invalid or unenforceable or contrary to applicable law, such provision shall be construed, limited, or altered, as necessary, to eliminate the invalidity or unenforceability or the conflict with applicable law, and all other provisions of this Agreement shall remain in effect.
- (f) Failure or delay on the part of the Company to exercise any right, power, privilege, or remedy will not constitute a waiver of, or bar the later exercise of, that or any other right, power, privilege, or remedy of the Company.
- (g) No rule of strict construction shall apply against or in favor of either party in the construction and interpretation of this Agreement.