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As the data may cross national borders due to the nature of the Internet, the End User expressly acknowledge and agree that confidentiality and other banking secrecy rules do not apply to the End User's data or to any data, content, information, including computer data, and material related to the Services.

As the End User are able to access data through the Services and the Licensed Application from any location, which may lead to an application of local laws and regulations, respectively intervention of local authorities on computer systems, the End User shall check the local laws and regulations. Application Provider assumes no responsibility in this respect.

The End User expressly acknowledge and agree that the offer of Services may be restricted by the Application Provider in any jurisdiction in which the offer would or could be illegal and that the Application Provider may rely on any locally licensed or approved corporate entity of its group in order for the End User to benefit from electronic access as defined in the End User's Conditions of electronic access.

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To the extent not prohibited by law, in no event shall application provider be liable for personal injury, or any incidental, special, indirect or consequential damages whatsoever, including, without limitation, damages for loss of profits, loss of data, business interruption or any other commercial damages or losses, arising out of or related to the End User's use or inability to use the licensed application, however caused, unless fraudulent intent or gross negligence. Some jurisdictions do not allow the limitation of liability for personal injury, or of incidental or consequential damages, so this limitation may not apply to the End User.

#### **APPLICABLE LAW; JURISDICTION**

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**The End User hereby consent to the exclusive jurisdiction and venue of the competent courts according to the Conditions of electronic access to resolve any disputes arising under this EULA.**