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You agree not to do any of the following while using the Sites, Content or Services:

- Post, publish or transmit any text, graphics, or material that: (i) is false or misleading; (ii) is defamatory; (iii) invades another's privacy; (iv) is obscene or offensive; (v) promotes racism, hatred or harm against any individual or group; (vi) infringes another's rights, including any intellectual property rights; or (vii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability.
- Access, tamper with, or use non-public areas of the Sites, Cosworth's computer systems, or the technical delivery systems of Cosworth's providers;
- Attempt to probe, scan, or test the vulnerability of any system or network or breach any security or authentication measures;
- Attempt to access or search the Sites, Content or Services with any engine, software, tool, agent, device or mechanism other than the software and/or search agents provided by Cosworth or other generally available third party web browsers (such as Microsoft Internet Explorer or Mozilla Firefox);
- Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Sites, Content or Services;
- 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 Sites;
- Use the Sites for any purpose that is unlawful under any applicable law or prohibited by these Terms of Use;
 - Use the Sites to commit any act of fraud;
 - Use the Sites to distribute viruses or malware or other similar harmful software code;
 - Use the Sites for purposes of promoting unsolicited advertising or sending spam;
 - Use the Sites to simulate communications from Cosworth or another service or entity in order to collect identity information, authentication credentials, or other information ("phishing");
 - Represent or suggest that Cosworth endorse any other business, product or service unless Cosworth have separately agreed to do so in writing;
 - Promote any unlawful activity; or
 - Attempt to circumvent password or user authentication methods

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INDEMNITY

You agree to defend, indemnify, and hold harmless Cosworth, its directors, employees and agents, from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with your access to or use of the Sites, Content or Services, or your violation of these Terms of Use.

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To the maximum extent permitted by applicable law, neither Cosworth nor any other party involved in creating, producing, or delivering the Sites, Content or Services will be liable for any incidental, special, consequential or punitive damages resulting from your access to or use of, or inability to access or use, the Sites, Content or Services, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not Cosworth has been informed of the possibility of such damage, even if a remedy set forth herein is found to have failed of its essential purpose.

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Cosworth will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data, or other proprietary material due to your use of the Sites or Services or to your downloading of any Content on it, or any website linked to it.

Cosworth will have no liability to you for any breach of these Terms of Use caused by an event or circumstance beyond their reasonable control including, but not limited to, strikes, lock-outs, or other industrial dispute; breakdown of systems or network access; or fire, flood, explosion or accident.

SEVERABILITY

In the event that any provision (or part of any provision) of these Terms of Use is held to be illegal, invalid or unenforceable, the remaining provisions of these Terms of Use will remain in full force and affect.

RIGHTS OF THIRD PARTIES

No one other than a party to these Terms of Use has any right to enforce any of these provisions.

WAIVER

The failure, delay or omission by Cosworth to exercise any right, power or remedy provided by law or under these Terms of Use will not be deemed a waiver of such right and will not preclude or restrict any future exercise of such right or the exercise of any other right, power or remedy.

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Relevant law of England and Wales will apply to these Terms of Use and any action related thereto.

The relevant courts of England and Wales will have exclusive jurisdiction in relation to these Terms of Use and any related action by you but Cosworth shall have the right to take, and shall not be prevented from taking, proceedings in any other court of competent jurisdiction.

ENTIRE AGREEMENT

These Terms of Use constitute the entire agreement between Cosworth and you regarding the Sites, Content and Services, and these Terms of Use supersede and replace any prior agreements between Cosworth and you regarding the Sites, Content and Services.