

BUFFALO TECHNOLOGY COMPANY WEB SITE TERMS OF USE AND LEGAL RESTRICTIONS

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1.4 Any rights not expressly granted in the terms of this notice are reserved, including Buffalo Technology's right to terminate your authorisation to use any services at the Website and to delete any one or more of your related accounts, with or without cause, immediately and at any time.

2. Use of Software

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the Software. You may not download or install Software until you have read and accepted the terms of the relevant Software License Agreement.

3. Services Access

- 3.1** While Buffalo Technology endeavours to ensure that the Website is normally available 24 hours a day, Buffalo Technology shall not be liable if for any reason the Website is unavailable at any time or for any period.
- 3.2** Access to the Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond Buffalo Technology's control.

4. User Submissions

- 4.1** Other than personally identifiable information which is covered under our Privacy Policy, any material, information or other communication you transmit or post to this Site ("Submissions") will be considered non-confidential and non-proprietary. Buffalo Technology will have no obligations with respect to the Submissions. Buffalo Technology and its designees will be free to copy, disclose, distribute, incorporate and otherwise use the Submissions and all data, images, sounds, text, and other things embodied therein for any and all commercial or non-commercial purposes.
- 4.2** You are prohibited from posting or transmitting to or from the Website any material that would violate any law, including any material:-
- (a) that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy, or which may cause annoyance or inconvenience; or
 - (b) for which you have not obtained all necessary licences and/or approvals; or
 - (c) which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law or infringe the rights of any third party, in any country in the world; or
 - (d) which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).
- 4.3** You may not misuse the Website (including without limitation by hacking).
- 4.4** Buffalo Technology shall fully co-operate with any law enforcement authorities or court orders directing Buffalo Technology to disclose the identity or locate anyone posting any material in breach of clauses 4.2 or 4.3.

5. Links to and From Other Websites

- 5.1** Links to third party websites on the Website are provided solely as a convenience to you. If you use these links, you will leave this Website. Buffalo Technology has not reviewed all of these third party sites and does not control and is not responsible for any of these websites or their content or availability. Thus, Buffalo Technology does not endorse or make any representations about them, or any information, software or other products or materials found

there, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to this Website, you do this entirely at your own risk.

5.2 If you would like to link to the Website, you may do so on the basis that you link to, but do not replicate, the home page of the Website, and subject to the following conditions:

- (a) you do not remove, distort, or otherwise alter the size or appearance of the Buffalo Technology logo;
- (b) you do not create a frame or other browser or border environment around the Website;
- (c) you do not in any way imply that Buffalo Technology is endorsing any products or services other than its own;
- (d) you do not misrepresent your relationship with the Company nor present any other false information about Buffalo Technology;
- (e) you do not otherwise use any trade marks displayed on the Website without express permission from the owner of those trade marks;
- (f) you do not link from a website that is not owned by you; and
- (g) your website does not contain content that is distasteful, offensive or controversial, infringes any intellectual property rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations.

5.3 Buffalo Technology expressly reserves the right to revoke the right granted in clause 5.2 for breach of these terms and to take any action it seems appropriate.

5.4 You shall fully indemnify Buffalo Technology for any loss or damage suffered by the Company or any of its group companies for breach of clause 5.2.

6. Registration

6.1 Each registration is for a single user only. Buffalo Technology does not permit you to share your user name and password with any other person nor with multiple users on a network.

6.2 Responsibility for the security of any passwords issues rests with you.

7. Disclaimer

7.1 Buffalo Technology does not warrant the accuracy and completeness of the materials or services at the Website. Buffalo Technology may make changes to the materials and services at the Website, or to the products and prices described in them, at any time without notice. The materials and services at the Website may be out of date, and Buffalo Technology makes no commitment to update the materials and services at the Website.

7.2 The materials and services are provided “as is”, without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, the Company provides you with the Website on the basis that Buffalo Technology excludes all representations, warranties, conditions, and other terms (including without limitation, the conditions implied by law of satisfactory quality, fitness for purposes, and the use of reasonable care and skill).

- 7.3 Information published at this Site may refer to products, programs or services that are not available in your country. Consult your local Buffalo Technology business contact for information regarding the products, programs and services that may be available to you.

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- 8.2 Nothing in this notice shall exclude or limit Buffalo Technology's liability for:

- (a) death or personal injury caused by negligence (as such term is defined by the Unfair Contracts Terms Act 1977); or
- (b) fraud; or
- (c) misrepresentation as to a fundamental matter; or
- (d) any liability which cannot be excluded or limited under applicable law.

- 8.3 If your use of material, or services on the Website results in the need for servicing, repair or correction of equipment, software or data, you assume all costs thereof.

9. Governing law and Jurisdiction

This legal notice shall be governed by and construed in accordance with English law. Disputes arising in connection with this legal notice shall be subject to the exclusive jurisdiction of the English courts.