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The foregoing limitations will apply whether such damages arise out of breach of contract, tort (including negligence), or otherwise and regardless of whether such damages were foreseeable or REGOLITH was advised of the possibility of such damages. This allocation is an essential element of the basis of the bargain between you and REGOLITH. The Limitations in this section will apply even if any limited remedy fails of its essential purpose(s).

If you are dissatisfied with the sites, any content on the sites, or these Terms of Use, your sole and exclusive remedy is to discontinue using the sites.

Some jurisdictions do not allow certain limitations of liability so some or all of the above limitations of liability may not apply to you. If any part of this limitation of liability is found to be invalid or unenforceable for any reason, then the aggregate liability of REGOLITH under such circumstances for all liabilities that otherwise would have been limited shall not exceed one hundred united states dollars (100\$).

Indemnification

You agree to defend, indemnify and hold harmless REGOLITH, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use, your use or misuse of the Sites, the content you supply, both solicited and unsolicited, and/or your violation of any terms of use or similar terms offered by the owners or operators of any Third Party Materials.

Electronic communications and notices

We may communicate with you via e-mail, postal mail, telephone, the Sites, and other services. We may issue, and you consent to receiving, notices via these various channels, including by sending emails to an address you provide us. You agree that such notices shall have legal effect. You also agree that any notices sent by email satisfy any requirement that notices be provided in writing. You may have the right to withdraw your consent to receive certain electronic communications, and, when required by law, we will provide you with paper copies upon request.

You may communicate with us in accordance with the Contacting section of these Terms of Use.

Governing law and limitation of time to file claims

All matters relating to the Sites and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of the State of Wyoming without regard to its rules of conflicts or choice of laws. Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Sites shall be brought only in a state or federal court. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

You agree that any violation of the Limited Use License, Materials Submitted by You, or Export Regulation Sections of these Terms of Use by you harms us, which cannot be fully redressed by money damages, and that we shall be entitled to immediate injunctive relief for such violation (in addition to all other remedies available at law, in equity or under these Terms and Conditions).

You agree that any cause of action arising out of or related to the sites or these terms of use must commence within one (1) year after the cause of action accrues or the cause of action is permanently barred.

Entire agreement

These Terms of Use and all other documents, policies, or agreements referenced herein constitute the sole and entire agreement between you and REGOLITH with respect to the Sites and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Sites.

Severability

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect. Both parties shall negotiate in good faith a valid provision in place of the

invalid provision that most closely approximates the economic purpose and intent of the invalid provision.

Waiver

To be valid, a waiver of any term or condition set forth in these Terms of Use must be contained in a signed writing by the waiving party.

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