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4. Account. In order to use some of the services of the Site, you may have to create an account (an “**Account**”). You agree not to create an Account for anyone else or use the account of another without their permission. When creating your Account, you must provide accurate and complete information. You are solely responsible for the activity that occurs in your Account, and you must keep your Account password secure. You must notify PrimeSense immediately of any breach of security or unauthorized use of your Account. As between you and PrimeSense, you are solely responsible and liable for the activity that occurs in connection with your Account. You may delete your Account at any time by following the options within Site.

5. Software and Applications.

5.1. Software. You acknowledge and agree that (i) any software and related documentation that you may be able to access, download and use via the Site (collectively, “**Software**”) is the copyrighted work of PrimeSense or its licensors; and (ii) your accessing, downloading and use of Software is subject to and governed by the terms and conditions of the related software license agreement, which you agree to read prior to downloading or using the Software and abide by (“**Software Agreement**”). To the extent of any inconsistency or conflict between these Terms and any Software Agreement, the Software Agreement shall prevail. Unless the Software is separately referred to herein, all references to the Site in this Agreement shall include the Software.

5.2. OpenNI Arena.

(i) We provide certain software application hosting services on the Site (“**Hosting Services**”) whereby Site users may access, download, run and use software applications that have been uploaded or submitted to the Site by other Site users, or by PrimeSense (each an “**Application**”). If you choose to participate in the Hosting Service, whether by submitting an Application or by downloading, accessing, or using an Application, then you acknowledge and agree that (i) each App is the copyrighted work of the App developer, or its licensors; and (ii) your participation in the Hosting Services may be subject to and governed by, as applicable, our developer terms and conditions or our end user license agreement (“**Application Agreement**”). To the extent of any inconsistency or conflict between these Terms and any Application Agreement, the Application Agreement shall prevail. Unless an Application is separately referred to herein, all references to a User Submission (defined below) in this Agreement shall include the Application. All references herein to the Site shall include the Hosting Service.

(ii) In order to participate in the Hosting Services you may first need to register an Account.

(iii) If you submit an Application to be hosted on the Site you acknowledge and agree that the Application will be made available to other Site users to access, download and use, and that PrimeSense is not responsible or liable to you or any third party for any use, or misuse, of the Application by a Site user or any third party.

(iv) If you are accessing, downloading, and/or using a third party developer Application you acknowledge and agree that (a) PrimeSense is not the developer or owner of the Application; (b) your use of the Application is at your own risk, (c) notwithstanding any other provision in these Terms, PrimeSense does not make any representation or warranty with respect to the Application; and (d) you shall waive, and hereby do waive, any legal or equitable rights or remedies you may have against PrimeSense with respect to your use, or inability to use, an Application.

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theft or terrorism; or (viii) is otherwise malicious or fraudulent.

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7.6. Modification to/Deletion of a User Submission. You may modify or delete certain User Submissions that you posted on the Site by using the applicable tools provided within the Site. The notices and tools that we provide on the Site should help inform you which User Submissions may be modified or deleted.

7.7. Spam. You agree not to, and will not, use the communications systems provided by the Site to send unauthorized commercial communications and you shall be solely responsible and liable for any such unauthorized communications.

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OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

Endnotes:

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