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any of your personal data collected, processed or otherwise used in connection with this Section 7, Section 6 applies accordingly.

8. TERMINATION. You, as a private user, and DeskGate may terminate the present EULA at any time; otherwise, it may be terminated in accordance with the legal provisions. In case of termination, you must cease all use of the Product, destroy all copies (including any components) of the Product, or, at DeskGate's request, return such copies to DeskGate. Sections 2, 5, 10, 11, 12 and 13 of this EULA shall survive any termination of this EULA.

9. EXPORT CONTROLS. You agree that the Product will not be used, shipped, transferred or exported into any country or to anyone: (i) which the EU or UN has embargoed goods; (ii) where the national legislation of the relevant EU Member State has embargoed goods; (iii) listed in any enacted Common Position on restrictive measures imposed by the EU; (iv) on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders; or (v) in any manner prohibited by the EU Common Foreign and Security Policy, the United States Export Administration Act, or any other export laws or regulations. By using the Product you represent that you are not located in, under the control of, or a national or resident of any such country or on any such list and you take full and sole responsibility for such use.

10. WARRANTY. DeskGate warrants its commercial users that the Product supplied will be free from defects for a period of two years from the date of receipt of the Product. No warranty for defects is provided to private users, unless such defect was maliciously concealed. Any supplements or updates to the Product, including without limitation, any (if any) service packs, patches or fixes provided to you are not covered by any warranty; they are rather provided 'AS IS'. This warranty is personal to you and cannot be transferred. REMEDY: If a Product media defect arises and you have a valid claim, DeskGate will remedy the defect by one of the following measures: (1) rectify the defect at no cost to you, using new or refurbished parts that are equivalent to new in performance and reliability, or (2) exchange the Product media with Product media that is new or refurbished, which is at least functionality equivalent to the original Product media, or (3) refund the purchase price of the original Product media subject to your provision of a valid receipt of purchase. The above regulations shall, of course, not affect any other rights that you may have by law. Rectification is free of charge for you. Warranty claims are excluded if failure of the Product has resulted from accident, abuse, misapplication, abnormal use, a virus, or use after an upgrade was made available to you. EXCEPT AS PROVIDED ABOVE, THE PRODUCT IS PROVIDED TO THE USER AS IS. DESKGATE DOES NOT WARRANT THAT THE SPECIFICATIONS OR FUNCTIONS CONTAINED IN THE PRODUCT WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE PRODUCT WILL BE CORRECTED. DESKGATE DOES NOT WARRANT THAT THE PRODUCTS WILL WORK WITH THIRD-PARTY PRODUCTS. FURTHERMORE, DESKGATE DOES NOT WARRANT THAT THE PRODUCTS OR SPECIFICALLY DESIGNED VERSIONS THEREOF WILL CONTINUE TO BE AVAILABLE THROUGH THIRD-PARTY ONLINE STORES OR MARKETS OR FOR SPECIFIC DEVICES MANUFACTURED BY THIRD PARTIES.

11. LIMITATION OF LIABILITY: Unless otherwise provided herein, DeskGate shall be liable in case of breach of contractual and non-contractual obligations as provided for under applicable

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12. INDEMNIFICATION. You agree to indemnify and hold DeskGate, its parent, partner, or subsidiary organizations, officers, agents and employees, harmless from any claim, loss, demand, or damage, including reasonable attorneys' fees, asserted by any third party due to or arising out of your breach of any provision of this EULA, your negligent or wrongful acts, and/or your violation of any applicable laws.

13. ENTIRE AGREEMENT. This EULA (as may be amended by time to time) is the entire agreement between you and DeskGate relating to the Product and the Support services (if relevant) and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the Product or Support services.

14. GOVERNING LAW. This EULA shall be governed by the laws of Turkey. DeskGate and you consent to the exclusive jurisdiction of the courts located in ISTANBUL, Turkey.

15. U.S. GOVERNMENT RIGHTS. If you are obtaining software on behalf of any part of the United States Government, the software and any documentation shall be deemed commercial software and commercial computer software documentation, respectively, pursuant to DFAR Section 227.7202 and FAR 12.212 and 52.227-19, as applicable. Any use, modification, reproduction, release, performance, display or disclosure of the software shall be governed solely by the terms of this EULA shall be prohibited except to the extent expressly permitted by the terms of this EULA.

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17. NOTICES. All notices must be made in writing, and an email shall be sufficient. All notices must be addressed to:

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