5.12. User shall in no way represent that User has any right, title or interest in or to the Subscription Property;

5.13. User shall not view, download, or print the Enabled Content for any purpose outside the limited scope set forth in Section 3.1 without the express written consent of ACES, such consent granted or denied in ACES's sole and absolute discretion;

5.14. User shall not charge a fee, or offer for free, to any Person to: (a) execute the Subscription Software or (b) view, print or otherwise use the Enabled Content;

5.15. User shall not impose a security interest, pledge, hypothecation, lien, mortgage, or any other encumbrance of whatsoever nature, nor enable any Person to do so, on the Subscription Property or any portion thereof;

5.16. User shall not Disclose any Content containing a virus, bug, Trojan horse, worm, time bomb, cancelbot, corrupted Content, security breach, any intrusion from internal or external sources, or other similar Content that may damage the operation of the Subscription Property or any Person's computer or property;

5.17. User shall not interfere with or disrupt or attempt to interfere with or disrupt the provision of the Subscription Property to User or any third Person;

5.18. User shall not copy, make derivative works, modify, disassemble, decompile, or reverse engineer the Subscription Property, including, without limitation: (a) modify or caused to be modified any files that are part of the Subscription Software; or (b) facilitate, create or maintain any unauthorized connection to the Subscription Software;

5.19. User shall not impersonate any Person or falsely state or otherwise misrepresent User's identity or affiliation with any Person or to disguise or otherwise misrepresent the origin of any User Content;

5.20. User shall not Disclose any Content that is unlawful, harmful, threatening, harassing, defamatory, vulgar, invasive of another's privacy, hateful or otherwise objectionable; and

5.21. User shall not collect or store personal data about other users.

## 6. Retained Rights

6.1. ACES may, in ACES's sole and absolute discretion, modify any and all of the Subscription Property without notice at any time.

6.2. All subscriptions not expressly granted to User pursuant to this Agreement are reserved by ACES, including, without limitation, that ACES does not grant any subscription and User shall not use any trademark or any other intellectual property of ACES.

6.3. ACES retains the right to restrict User's use of any portion of the Subscription Property, including without limitation, the Subscription Software or Enabled Content, that is the subject of a prohibition of use by any Law, or that is determined to infringe a third Person's intellectual property.

## 7. Confidentiality

7.1. User hereby covenants, represents and warrants that User shall not Disclose any Confidential Information to, and shall take reasonable efforts to keep such Confidential Information reasonably inaccessible from, any Person who is not authorized to view the Confidential Information. Without limiting the foregoing, User shall not Disclose or use any of ACES's trade secrets in perpetuity. All provisions protecting Confidential Information in this Agreement shall be deemed to also protect ACES's trade secrets, but references to ACES's trade secrets shall not be deemed to automatically refer to Confidential Information.

7.2. If User is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process) to Disclose any of the Confidential Information, User shall provide ACES with prompt written notice of such request or requirement so that ACES may seek protective orders or other appropriate remedies and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by ACES, User nonetheless is legally compelled to Disclose Confidential Information to any court or tribunal or else would stand liable for contempt or suffer other censure or penalty, User may, without liability herein, Disclose to such court or tribunal only that portion of the Confidential Information which the court requires User to Disclose, provided that User exercise best efforts to preserve the confidentiality of the Confidential Information, including, without limitation, by cooperating with ACES to obtain an appropriate

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