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- By submitting letters and e-mails on current topics covered in the VLSIresearch Services, unless you tell us specifically not to publish it, or except to the extent that you give us an embargo before which you instruct us not to publish it, you are authorizing us to publish it.
- We are not stock analysts. No information provided is investment advice, and any such information is just an opinion and is not tailored to the investment needs of any specific person.
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- You only obtain access to or use of the VLSIresearch Services that you order and pay for. Additional data, analysis, or further explanation from VLSIresearch requires an additional fee.
- The VLSIresearch Services are provided on an "AS IS," "WHERE IS," "WHERE AVAILABLE", "WITH ALL FAULTS" basis. VLSIresearch does not warrant these materials or the information provided therein, including VLSIresearch.com, either expressly or impliedly, for any particular purpose and VLSIresearch specifically disclaims any express or implied warranties, including but not limited to, any express or implied warranties of TITLE, ACCURACY, NON-INFRINGEMENT, MERCHANTABILITY or FITNESS FOR ANY PARTICULAR PURPOSE OR USE.

- VLSIresearch cannot and does not guarantee the accuracy, validity, truthfulness, timeliness, or completeness of any information or data made available to you for any particular purpose.
- In no event will VLSIresearch be liable to you or any third party, for any damages of any kind.

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Your use of the VLSIresearch Services you are ordering and paying for includes the ability to enter into agreements and/or to make transactions electronically. You affirm that you are more than 18 years of age, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement, and to abide by and comply with this Agreement. YOU ACKNOWLEDGE THAT YOUR ELECTRONIC SUBMISSIONS CONSTITUTE YOUR AGREEMENT AND INTENT TO BE BOUND BY AND TO PAY FOR SUCH AGREEMENTS AND TRANSACTIONS.

#### **PAYMENT AND REFUND POLICY**

All payments will be made directly through PayPal. Hence it will be necessary for you to transact such payments through PayPal, and be subject to the applicable PayPal Terms of Use at <http://www.paypal.com>. YOU ARE RESPONSIBLE FOR THE TIMELY PAYMENT OF ALL FEES AND FOR PROVIDING VALID PAYPAL ACCOUNT DETAILS FOR PAYMENT OF ALL FEES. Once you place an order for VLSIresearch Services, all fees will be billed to the PayPal account you designate. VLSIresearch.com is not affiliated with PayPal, and neither is the agent, representative or employee of the other, and neither is responsible in any way for the actions or performance (or lack thereof) of the other.

All Purchases are final. Fees may change at any time. Refunds will only be made at VLSI Research's discretion.

#### **SUPPLEMENTATION OF INFORMATION**

It may be necessary for us to supplement the information we receive with information from third party sources, primarily PayPal, and you hereby consent to these supplementation activities.

#### **GENERAL**

VLSIresearch reserves the right to change these Terms at any time and without notice, and it is your responsibility to review the Terms for any changes. Your use of the VLSIresearch Services and/or VLSIresearch.com following any changes of these Terms will signify your assent to and acceptance of the revised Terms.

All matters relating to Your access to or use of the VLSIresearch Services and/or VLSIresearch.com shall be deemed solely based in California. These Terms shall be governed by the internal substantive laws of the State of California, without regard to its conflict of laws principles OR THE Convention on Contracts for the International Sale of Goods. Any claim or dispute arising out of or relating to these Terms will be litigated exclusively in the federal or state courts of Santa Clara, County, California, USA, and You and VLSIresearch consent to personal jurisdiction in those courts.

These Terms are the entire agreement between you and VLSIresearch concerning the VLSIresearch Services and/or VLSIresearch.com. If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. No waiver of any term shall be deemed a further or continuing waiver of such term or any other term, and VLSIresearch's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. YOU AND VLSIRESEARCH AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE VLSIRESEARCH SERVICE AND/OR VLSIRESEARCH.COM MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

#### **CALIFORNIA Civil code § 1789.3**

Californians have rights to the following information pursuant to California Civil Code § 1789.3 and California Business and Professions Code § 17538: The mailing address is VLSI Research Inc, 2290 North First St, Suite 202, San Jose, CA 95131-2017, telephone number: 408-453-8844. Currently, there are fees associated with using the client area and this Online Purchase area of VLSIresearch.com, as well as the cost of any products or services purchased therein and any applicable taxes, shipping fees, and other charges associated with such purchases. We reserve the right to change the pricing on any such items. To contact us regarding VLSIresearch.com please click [here](#). The Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs in California may be contacted in writing at 400 R Street, Suite 3090, Sacramento, CA.