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rights of any other person or entity and does not and will not violate any applicable law; and

- ii. Take steps to protect it with necessary filings.
  - b. Tools, protocols, and ideas co-developed on the Site will be co-owned with Unitio, Inc. If this property should have commercial use, its treatment will be addressed on a case-by-case basis.
  - c. Intellectual property of Unitio, Inc., the T1D Exchange, or their employees, brought to the Site remain the owner's intellectual property.
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12. **Use of Data and Information.** It is understood that Unitio, Inc. may combine data or information provided by Users with that from other Users and sources and will use the data or information for any purpose as Unitio, Inc. deems appropriate within these Terms of Use. In the case of termination of this Agreement as described in Section 11., data or information collected prior to the date of discontinuation will be retained by Unitio, Inc. on the Site, and may continue to be used for any purpose Unitio, Inc. deems appropriate within these Terms of Use.
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15. **Governing Law and Choice of Forum.** This Agreement shall be governed by and construed in accordance with the laws of the State of Massachusetts, exclusive of its choice of law rules and matters affecting copyrights, trademarks and patents under United States federal law.
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18. **Headings.** The headings used throughout this Agreement are solely for the convenience of reference and are not to be used as an aid in the interpretation of this Agreement.
19. **No Waiver.** Any delay or failure by you or Unitio, Inc., at any time or times, to require performance of any provision hereof shall in no manner affect your or Unitio, Inc.'s right at a later time to enforce such provision. No delay or failure of you or Unitio, Inc. in exercising any right hereunder shall constitute a waiver of such right or any other rights hereunder.
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- e. Your electronic or physical signature or the electronic or physical signature of the person authorized to act on your behalf; and
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