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General

This User Agreement shall be deemed to have been made in the State of Michigan, United States of America, and shall be interpreted, and the rights and liabilities of the parties hereto determined in accordance with laws of the State of Michigan, U.S.A., without regard to conflicts of law principles. The parties consent to the exclusive jurisdiction of a State and Federal Courts for the County of Oakland, Michigan, United States, for the determination of any claim or controversy between the parties and arising out of or relating to this User Agreement. Both parties hereby consent to the jurisdiction of the Michigan Courts and waive any objections as to personal jurisdiction or as to the laying of venue in such Courts due to inconvenient forum or any other basis.

If any part of this User Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provisions will be deemed superceded by valid, enforceable provisions that most closely matches the intent of the original provisions of this User Agreement, and the remainder of the User Agreement shall continue in effect.

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