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GOVERNING LAW. These Terms shall be governed by and construed in accordance with the laws of the State of Minnesota, without regard to its conflicts of laws provisions.

CHOICE OF JURISDICTION. The parties hereto agree any suit, action, or proceedings seeking to enforce any provision of, or any matter arising out of or in connection with the Terms or Site shall be heard exclusively by the state court located in Olmsted County, Minnesota or the federal courts with jurisdiction to hear such suits in the State of Minnesota. The parties consent to the in personam jurisdiction of such courts in the State of Minnesota and hereby irrevocably waive the defenses of (i) lack of personal jurisdiction, (ii) inconvenient

forum, or (iii) improper venue. In the event the parties commence any action in another jurisdiction or venue under any theory arising directly or indirectly from these Terms or Site, the non-filing party at its option shall be entitled to have the case transferred to one of the jurisdictions and venues above-described or to have such case dismissed without prejudice. Your viewing or use of the Site constitutes your submission to the jurisdiction of such courts in the State of Minnesota.

WAIVER OF JURY TRIAL. The parties hereto unconditionally waive their respective rights to a jury trial as to any dispute, cause of action, or claim arising out of or in connection with the Terms or Site.

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