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18. Force Majeure. The Organization shall not be liable to you or any third party for failure or delay in performing our obligations hereunder if such failure or delay is due to circumstances beyond our reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, terrorism, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability or interruption or delay in telecommunications or third party services (including DNS propagation), failure of third party software or hardware or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of the Site.

19. Statute of Limitations. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of this Site, the Services, or this Agreement (or any other agreement incorporated herein), must be filed within one (1) year after such claim or cause of action arose or forever be barred.



20. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York notwithstanding any conflict of law's provisions. You irrevocably and unconditionally: (i) consent to submit to the exclusive jurisdiction of the state and federal courts of Westchester County, New York (the "New York Courts") for any litigation or controversy arising out of or relating to this Agreement, (ii) agree not to commence any litigation arising out of or relating to this Agreement except in the New York Courts and (iii) agree not to plead or claim that such litigation brought therein has been brought in an inconvenient forum.

21. General. If any provision(s) of this Agreement is(are) held by a court of competent jurisdiction to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect. Any failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to in writing. By agreeing to the terms set forth in this Agreement, you agree to waive any right you may have to a jury trial and/or to take part in any class action lawsuits. The section titles in this Agreement are solely used for the convenience of the parties and have no legal or contractual significance. This Agreement may be assigned in whole or in part by the Organization. This Agreement may not be assigned in any manner by you without the express, prior written permission of the Organization. There are no third party beneficiaries to this Agreement. This Agreement contains the entire understanding of the parties regarding the subject matter and supersedes all prior and contemporaneous agreements and understandings between the parties regarding the subject matter.