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MISCELLANEOUS

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If a dispute arises out of (or relates to) your use of the Product, the Usage Agreement or any applicable Agreement, you agree to submit the dispute to binding arbitration administered by the American Arbitration Association, in accordance with its guidelines and rules. Unless otherwise required by State, Federal or International law, the venue for such arbitration will be in either (i) King County, Washington, USA, or (ii) such other county in such other State in the United States of America in which the headquarters of ERI shall be located if ERI shall ever relocate its headquarters. Any judgment or award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof.

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