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Jurisdiction / Governing Law / Choice of Forum. Unless otherwise stated herein, these Terms and Conditions shall be governed by and construed and enforced in accordance with the laws of the State of Illinois, without regard to conflict of laws principles. For residents of the United States, Chicago, Illinois or the United States District Court for the Northern District of Illinois shall be the sole and exclusive venue for any litigation, proceedings, or other action which may be brought or arising out of or in connection with this EULA.

For Canadian residents, these Terms and Conditions shall be governed by and construed and enforced in accordance with the laws of [REDACTED]. For Canadian residents, the province of [REDACTED] shall be the sole and exclusive venue for any litigation, proceedings, or other action which may be brought or arising out of or in connection with this EULA.

With regard to all users, the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this agreement.

Severability. If any part of this EULA or the application thereof to any person or circumstances is held to be invalid or unenforceable, such provision shall be construed, modified, or if necessary, severed to the extent necessary to be enforced to the fullest extent permitted at law and all the remaining portions, or the application of such part to persons or circumstances other than those in respect of which it is held invalid or unenforceable, shall not be affected thereby. Each part of this EULA shall be separately valid and enforceable to the fullest extent permitted by law.

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The rights and remedies of OJ Electronics set out in this EULA are in addition to any other rights or remedies OJ Electronics may have at law or in equity.

To the extent permitted by law, this EULA will be construed according to its plain meaning and not strictly for or against any of the parties.

The parties acknowledge that they require that this EULA be drawn up in the English language only. *Les parties reconnaissent qu'elles ont exigé que la présente convention soit rédigée en langue anglaise seulement.*

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