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This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, without giving effect to its conflict of laws principles or rules. You hereby irrevocably submit to the exclusive jurisdiction of the provincial courts of Ontario (or the federal courts of Canada, as applicable) located in the City of Toronto in relation to all disputes arising from or related to this Agreement, your use of the Site, the Services and any related matters, and you hereby waive any defense you may have of personal jurisdiction in any such actions filed in any other court or jurisdiction.

SEVERABILITY

If any provision of this Agreement is found to be contrary to law, the remainder of that provision (if any) and the remaining provisions of this Agreement will remain in full force and effect.

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The waiver of any breach or default of this Agreement shall not constitute a waiver of any subsequent breach or default and shall not act to amend or negate the rights of the waiving party.

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