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Should any provision of the Terms of Use be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, that provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and the legality, validity and enforceability of the remaining provisions of the Terms of Use shall not be affected or impaired thereby.

The failure of either party to enforce any term or condition of the Terms of Use shall not constitute a waiver of either party's right to enforce each and every term and condition of the Terms of Use. No breach under the Terms of Use shall be deemed waived or excused by either party unless such waiver or consent is in writing signed by the party granting such waiver or consent. The waiver by or consent of a party to a breach of any provision of the Terms of Use shall not operate or be construed as a waiver of or consent to any other or subsequent breach by such other party.

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All notices, demands, requests, consents or other communications required or permitted by the Terms of Use ("Notices") shall be in writing and sent to the parties at their current known addresses, or to such other address or electronic address as either party may specify in writing. Notices shall be deemed duly served on or delivered (1) when delivered to the most recent email address provided by that party, (2) when delivered personally, (3) when sent to the other party by certified mail, return receipt requested, (4) when delivered by hand or sent by recognized overnight courier (with acknowledgement received by the courier), or (5) sent by facsimile, electronically confirmed and followed up immediately by standard United States mail.

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The Terms of Use shall be governed by and construed in accordance with the laws of the State of Georgia without reference to its principles of conflicts or choice of law. The parties hereby opt out of the Uniform Computer Information Transaction Act to the fullest extent permitted by law.

THE PARTIES WAIVE ANY RIGHT TO A JURY TRIAL IN ANY PROCEEDING ARISING OUT OF OR RELATED TO THE TERMS OF USE OR ANY CONFIDENTIAL INFORMATION, INTELLECTUAL PROPERTY RIGHTS, OR SELF HOSTED SERVICES THAT ARE THE SUBJECT OF THE TERMS OF USE.

Any and all disputes arising under this Agreement shall only be resolved by courts located in the State of Georgia and the parties hereto consent to venue therein, the exclusive personal jurisdiction thereof, and to the sufficiency of service of process by certified or registered mail in connection with any dispute arising out of or in connection with the Terms of Use.

In the event of any dispute arising out of or related to the Terms of Use, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.