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8. The provisions of Sections 5 and 6 above represent a reasonable allocation of the risks under this Agreement. Our Tennessee Family Tree.com willingness to allow you to use the Site reflects this allocation of risk and the limitations of liability specified herein.

9. INDEMNIFICATION.

You agree to indemnify Our Tennessee Family Tree.com and all of its content providers, agents and the like, in each instance from and against any and all claims, suits, liabilities, expenses (including, without limitation, attorneys' fees), and/or damages arising out of claims based upon your use of the Site including, without limitation, any claim of libel, defamation, violation of legal rights of others (including rights of privacy or publicity), or infringement of intellectual property of other rights.

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11. GOVERNING LAW.

This Agreement and its performance shall be governed by the laws of the State of Missouri, United States of America, without regard to its conflict of law provisions. You consent and submit to the exclusive jurisdiction of the state and federal courts located in Jackson County, the State of Missouri, United States of America, in all questions and controversies arising out of your use of this site and this Agreement.

12. NO WAIVER.

The failure of either party to insist upon or enforce strict performance by the other party of any provision of this Website Usage Policy shall not be construed as a waiver of any provision or right. Neither the course of conduct between you and Our Tennessee Family Tree.com nor its trade practices, research or other shall modify any provision of this Website Usage Policy.

13. MODIFICATION.

Our Tennessee Family Tree.com may at any time modify this Website Usage Policy and your continued use of this Site will be conditioned upon the terms and conditions in force at the time of your use.

14. ADDITIONAL TERMS.

Additional terms and conditions may apply to use of said Materials, Research, Photos and other uses of portions of the Site, and you agree to abide by such other terms and conditions.

15. SEVERABILITY.

The terms and conditions contained herein shall be deemed severable. In the event that any provision is determined to be unenforceable or invalid, such provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and such determination shall not affect the validity and enforceability of any other remaining provisions.

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