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Notwithstanding the foregoing, these Terms of Use are governed by and construed in accordance with the laws of the State of New York and applicable United States Federal laws, without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any other jurisdiction . The Supreme and District Courts physically located in the City of New York are the exclusive venue for any dispute arising from, concerning or relating to these Terms of Use and the various warranties , indemnities and liabilities hereunder.