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8. Indemnification

You agree to indemnify, hold harmless and defend Little Free Library, its affiliates, shareholders, directors, officers, employees, successors, assigns, and agents from and against any action, cause, claim, damage, debt, demand or liability, including reasonable costs and attorneys’ fees, asserted by any person, arising out of, or relating to: (i) this Agreement; (ii) your use of this

Site, including any data or work transmitted or received by you; and (iii) any prohibited use of the Site as set forth in Sections 1(a) and 1(b).

## 9. Termination

This Agreement is effective upon your acceptance as set forth herein and shall continue in full force until terminated. Little Free Library reserves the right, in its sole discretion and without notice, at any time and for any reason, to: (i) remove or disable access to all or any portion of the Site; (ii) suspend your access to or use of all or any portion of the Site; and (iii) terminate this Agreement. Sections 1(c), 2, 5, 6, and 7 shall survive any termination of this Agreement.

## 10. Miscellaneous

(a) Waiver. No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other term, provision or condition hereof, whether or not similar, nor shall such waiver constitute a continuing waiver of any such term, provision or condition hereof. No waiver shall be binding unless executed in writing by the party making the waiver.

(b) Severability. If any provision of this Agreement is determined to be illegal or unenforceable, then such provision will be enforced to the maximum extent possible and the other provisions will remain fully effective and enforceable.

(c) Law. This Agreement is made in and shall be governed and construed by the laws of the State of Minnesota, United States of America, without reference to conflicts of laws. If you access this site from locations outside Minnesota or the United States, you are voluntarily and purposefully availing yourself of the laws of the State of Minnesota, United States of America, and you are solely responsible for compliance with all your local laws. Access to the Site from locations where the Site's contents may be unlawful is prohibited.

(d) Forum. All actions, claims or disputes arising under or relating to this Agreement shall be brought in the federal or state courts located in Hennepin County, Minnesota. You irrevocably submit and consent to the exercise of subject matter jurisdiction and personal jurisdiction over you by the federal and/or state courts in Hennepin County, Minnesota. You hereby irrevocably waive any and all objections which you may now or hereafter have to the exercise of personal and subject matter jurisdiction by the federal or state courts in Hennepin County, Minnesota and to the laying of venue of any such suit, action or proceeding brought in any such federal or state court in Hennepin County, Minnesota.

(e) Reliance. The Parties acknowledge that the terms of this Agreement are fully understood and voluntarily accepted by them, and that, other than the consideration set forth herein, no promises or representations of any kind have been made to them by the other Party. The Parties represent and acknowledge that in executing this Agreement they did not rely, and have not relied, upon any representation or statement, whether oral or written, made by the other Party or by that other Party's agents, representatives or attorneys

with regard to the subject matter, basis or effect of this Agreement or otherwise. The Parties hereby waive against the other Party any claim of fraudulent inducement.

(f) Headings. The captions and headings of this Agreement are included for ease of reference only and shall be disregarded in interpreting or construing this Agreement.

(g) Entire Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between the parties and supersedes any and all prior or contemporaneous communications, representations, statements and understandings, whether oral or written, between the parties.