

OPTIMAL FISH FOOD Terms of Use

Effective Date: January 1, 2016

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22. Governing Law; Jurisdiction. These Terms shall be interpreted in accordance with the laws of the State of South Dakota without reference to its conflict of law provisions. For all purposes of these Terms, OPTIMAL and you consent to exclusive jurisdiction and venue in the United States Federal Courts or state courts located in the State of South Dakota.
23. Jury Trial and Class Action Waiver. To the fullest extent permitted by law, you waive the right to a trial by jury with respect to any dispute arising out of or relating to these Terms or your use of the Site. You further agree that any and all disputes or controversies between you and OPTIMAL shall be resolved on an individual basis without resort to any form of class action and shall not be consolidated with the claims of any other parties. Your waiver of the right to bring any dispute as a class action shall not be deemed unenforceable even if the governing state law would otherwise permit the action to be filed and prosecuted as a class action.

24. Other. If any provision of these Terms is unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. This is the entire agreement between the parties relating to the subject matter herein. Any failure or delay on our part in enforcing our rights under these Terms shall not be deemed a waiver of our rights. These Terms inure to the benefit of our successors and/or assigns.
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