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You represent and warrant that if you are purchasing something from us or from merchants that (i) any credit information you supply is true and complete, (ii) charges incurred by you will be honored by your credit card company, and (iii) you will pay the charges incurred by you at the posted prices, including any applicable taxes.

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Miscellaneous.

This Agreement shall be treated as though it were executed and performed in New York, NY, and shall be governed by and construed in accordance with the laws of the State of New York (without regard to conflict of law principles). Any cause of action by you with respect to the Site (and/or any information, products or services related thereto) must be instituted within one (1) year after the cause of action arose or be forever waived and barred. All actions shall be subject to the limitations set forth in herein. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against either party. All legal proceedings arising out of or in connection with this Agreement shall be brought solely in New York, NY. You expressly submit to the exclusive jurisdiction of said courts and consent to extra-territorial service of process. Should any part of this Agreement be held invalid or unenforceable, that portion shall be construed consistent with applicable law and the remaining portions shall remain in full force and effect. Our failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision nor of the right to enforce such provision.