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PayTrace may change the format and content of the Site (or any products or services offered by the Site) at any time. PayTrace may terminate or suspend the operation of this Site (or terminate or suspend provision of any products or services offered via this Site) for support or maintenance work, in order to update the content or for any other reason. PayTrace may do this at any time and without notice.

## **Choice of Law and Venue**

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to choice of law rules. Any disputes shall be submitted to mediation in King County, Washington prior to any litigation. Litigation arising out of or in connection with the use of the Site or PayTrace products shall be exclusively in state or federal courts located in King County, Washington. In any action to enforce this Agreement, the prevailing party shall be entitled to recover all court costs and expenses and reasonable attorneys' fees, in addition to any other relief to which it may be entitled.

## **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.

## **Severability**

If any part of this Agreement is ruled to be unenforceable, then such part shall be eliminated or limited to the minimum extent necessary. The remainder of the Agreement, including any revised portion, shall remain and be in full force and effect. These Terms of Use are the entire agreement between us governing your use of our Site and supersede any oral representations or agreements. Any amendment of this Agreement must be in the form of a writing signed by authorized representatives of both parties.

## **Assignment; Change in Control**

This Agreement may not be assigned by you without the prior written approval of PayTrace but may be assigned without your consent by PayTrace to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger.