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This Agreement shall be governed by and interpreted in accordance with laws of the Commonwealth of Pennsylvania, without giving effect to any conflict of laws provisions. The parties hereby consent to the exclusive jurisdiction of and agree that venue is proper and convenient in the state and federal courts situated in Allegheny County, Pennsylvania.

This Agreement, along with the Privacy Policy incorporated within it by reference, constitutes the entire agreement between you and us with respect to the use of Website and the content.

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be enforced to the maximum extent permissible so as to affect the intent of this Agreement, and the remainder of this Agreement shall continue in full force and effect.

The failure of the ABAM Diplomate and Candidate Web Portal to exercise or enforce any right or provision of this Agreement will not be deemed a waiver of such right or provision.

#### **SURVIVAL; CLAIMS**

The provisions of this Agreement which by their nature would continue beyond termination or expiration of this Agreement shall survive such termination or expiration.

Any claims arising in connection with your use of the Website or any content must be brought within one (1) year of the date of the event giving rise to such action. Remedies under this Agreement are exclusive and are limited to those expressly provided for in this Agreement.