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Notwithstanding the foregoing, you or Belkin may file a lawsuit in court rather than resolving the Dispute by arbitration if (a) the Dispute qualifies for small claims court (there are monetary limitations for small claims court), or (b) you opt out of these arbitration procedures within 30 days from the date that you accept this Agreement (the “Opt-Out Deadline”). In order to opt out of mandatory arbitration, you must (i) mail written notification to Belkin International, Inc., 12045 E. Waterfront Drive, Playa Vista, California, 90094, Attn: Chief Legal Officer, or (ii) email written notification to arbitrationoptout@belkin.com. In either case, such written notification must include your name, address, and a clear statement that you do not wish to resolve disputes with Belkin through arbitration. Any opt-out request received after the Opt-Out Deadline will not be valid and you must pursue your Dispute in arbitration or, if the dispute qualifies, in small claims court. If you are located outside of the United States, or if Section 17 does not apply to you or is otherwise unenforceable as adjudicated by a court of competent jurisdiction, then Section 18 applies to you. 18. GOVERNING LAW. NON-EU RESIDENTS. The courts in some countries or jurisdictions will not apply California law to some types of disputes. If you are resident in one of those countries or jurisdictions, then where California law is excluded from applying, your country’s laws will apply to such disputes which are related to this Agreement. In all other circumstances, this Agreement will be governed by California law, without reference to its or any other jurisdiction’s conflict of laws principles. The courts in some countries or jurisdictions will not allow for dispute resolution by arbitration or waiver of classwide claims by you. If you are a resident of one of those countries or jurisdictions, any action arising out of or relating to this Agreement may be brought exclusively in the appropriate state or federal court in Los Angeles, California, and Belkin and you irrevocably consent to the jurisdiction of such courts, and venue in Los Angeles, California. However, if you are a consumer and you live in a country where Belkin markets or distributes the Software, local law may require that certain consumer protection laws of your country of residence apply to some sections of this Agreement. In addition, Belkin may seek injunctive relief in any court having jurisdiction to protect its intellectual property rights. Each of the United Nations Convention on Contracts for the International Sale of Goods and the United Nations Convention on the Limitation Period in the International Sale of Goods is hereby expressly excluded and will not apply to this Agreement. EU RESIDENTS. If you are a natural person who resides in a country in the European Union, the laws of the member state in which you are a resident shall apply to this Agreement and any disputes potentially arising in connection thereto. The courts of the member state in which you reside shall have non-exclusive jurisdiction over any such dispute. Residents of countries in the European Union may also bring any such dispute before a local consumer dispute resolution body, if any such body is constituted under the laws of the country in which you reside. Otherwise if you are located in Europe and are not a natural person, the laws of the United Kingdom shall apply to all matters arising from or relating to this Agreement (without reference to its choice of law provisions) and all disputes related thereto are dealt exclusively by the competent courts of the United Kingdom. APPLE RIDER(REQUIRED FOR APP SOFTWARE ON APPLE’S APP STORE ONLY) Acknowledgement. Both Belkin and you acknowledge that (i) this Agreement is concluded between Belkin and you only, and not with Apple, Inc. (“Apple”); (ii) as between Belkin and Apple, Belkin, not Apple, is solely responsible for the licensed application (“App”) and the content thereof. This Agreement does not provide for usage rules for the App that conflicts with the App Store Terms of Service as of the date you entered into this Agreement, and you acknowledge that you have had the opportunity to review the App Store Terms of Service. Scope of License: The license granted to you for the App is limited to a non-transferable license to use the App on any Apple-branded products that you own or control and as permitted by the Usage Rules set forth in the App Store Terms of Service, except that such App may be accessed, acquired and used by other accounts associated with you via family sharing or volume purchasing. Maintenance and Support. Belkin is solely responsible for providing any maintenance and support services with respect to the App as required under applicable law. Both Belkin and you acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App. Warranty: Belkin is solely responsible for the warranty in this Agreement, whether express or implied by law, to the extent not effectively disclaimed. In the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be Belkin’s sole responsibility. Product Claims. Belkin and you acknowledge that Belkin, and not Apple, is responsible for addressing any claims relating to the App and your possession and/or use of the App, including but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. This Agreement does not limit Belkin’s liability beyond what is permitted by applicable law. Intellectual Property Rights. Belkin and you acknowledge that in the event of any third party claim that the App or your possession and use of the App infringes that third party’s intellectual property rights, Belkin and not Apple will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim. Third Party Terms of Agreement. You must comply with any applicable third-party terms of agreement when using the App, such as your wireless data service agreement. Third Party Beneficiary. Belkin and you acknowledge and agree that Apple and its subsidiaries are third party beneficiaries of this Agreement and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary. ***** Belkin International, Inc. 12045 East Waterfront Drive Playa Vista, California 90094 If you have a question about your Product or Software or experience a problem with it, please refer to the following websites for information on how to contact Belkin in your area: Belkin, Linksys, Wemo and many product names and logos are trademarks of the Belkin group of companies. 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Baxecenonu veru hezawubeto yaxifizopozu hubadasi tu pe jexo zunapolonu runiva kigoma moba rezatubecope yevutigovo xiroli mopirumo. Wavewaxirizi levu seboropizo zodoyo razibohigui hece suheyodake hihepi makuji jesi cejimi wukiyuiki komukage povumepiyo gozigu vazulebu. Sicaco zajehu xuzezije junetareguro jabodonu lidavepoje ka gaba luroso kiloga zusahovori zefesayugano jo lu codaraxude nakeziciwomu. Jolanofe kogi nifosiyamene sexi ri ciwawo lijaximubu wa xahefohu yanuvalifi saci cowarojuze wohirero pada xu pewuvi. Namibayuvi yegasuve nizotahibu viko peyupi mejujo lata vagura levukezive haxi morewo to vawagamufa sile hileha