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- 7. **Indemnification.** You agree to indemnify, defend, and hold harmless Backed Finance, and its employees, directors, officers, subcontractors and agents, against any and all claims, damages, or costs, losses, liabilities or expenses (including reasonable court costs and attorneys' fees) that arise directly or indirectly from: (a) breach of these Terms by you or anyone using your computer and/or mobile device; (b) any claim, loss or damage experienced from your use or attempted use of (or inability to use) the Site or Services; (c) your violation of any law or regulation relating to the Site or Services; (d) your infringement of any right of any third party.
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- 9. Miscellaneous. These Terms shall be governed solely by the substantive laws of Switzerland, excluding its conflict of laws provisions and without regard to the United Nations Convention on the International Sales of Goods. The ordinary courts in the Canton of Zug, Switzerland, shall have exclusive jurisdiction to hear any disputes arising hereunder, subject to mandatory venues under applicable law. In the event that any provision of these Terms is held to be unenforceable, such provision shall be replaced with an enforceable provision which most closely achieves the effect of the original provision, and the remaining terms of these Terms shall remain in full force and effect. Nothing in these Terms creates any agency, employment, joint venture, or partnership relationship between you and Backed Finance or enables you to act on behalf of Backed Finance. Except as may be expressly stated in these Terms, these Terms constitute the entire agreement between us and you pertaining to the subject matter hereof, and any and all other agreements existing between us and you relating thereto are hereby canceled. We may assign and/or transfer our rights and obligations hereunder to any third party without prior notice. You shall not assign and/or transfer any of your rights or obligations hereunder, and any assignment in violation of the foregoing shall be void. No waiver of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. If we are required to provide notice to you hereunder, we may provide such notice to the contact details you provided when contacting us.