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Please read our customer [Privacy Policy](#) for further information on confidentiality of information.

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All Website activity or use and these Terms and Conditions are governed by the laws of the United States of America and the applicable laws of the State of California, without regard to conflict of law principles. You agree that the federal court of California, if it has subject matter jurisdiction, will have exclusive jurisdiction to hear and determine any claims or disputes between you and Blue Marble, pertaining directly or indirectly to these Terms and Conditions, or to any matter arising from these Terms and Conditions, or any other document executed and delivered in connection with these Terms and Conditions, the use of the Website or the online services offered by Blue Marble. If the federal court lacks subject matter jurisdiction, any state court located in California, will have exclusive jurisdiction to hear and determine such claims or disputes. To the fullest extent permitted by applicable state and federal law, you and Blue Marble each agree to waive the constitutional right to a trial before a jury. All disputes and controversies and claims arising out of the use of the Website will be resolved either through arbitration or in the courts.

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The information and materials contained in the Website, including but not limited to these Terms and Conditions and any product information, are subject to change without notice. You are deemed to be apprised of and bound by any such changes. Not all products and services are available in all geographic areas. Your eligibility for particular products and services is subject to final determination and acceptance by us.

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Any waiver of any provision contained in these Terms and Conditions shall not be deemed to be a waiver of any other right, term or provision of these Terms and Conditions. If any provision in these Terms and Conditions shall be or become wholly or partially invalid, illegal or unenforceable, such provision shall be enforced to the extent it is legal and valid and the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

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- Post or transmit any file which contains viruses, worms, Trojan horses or any other contaminating or destructive features, or that otherwise interfere with the proper working of the Website.
- Attempt to decipher, decompile, disassemble, or reverse-engineer any of the software comprising or in any way making up a part of the Website.

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