

ERBA TERMS OF SERVICE

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7. *Notice.*

All notices required to be given in connection with these Terms of Service shall be in writing and sent to the email address you provided during registration (or to a different email address if you change your account information) or in the case of ERBA, to: membership@erba911.org. Notices will be deemed received the next day if sent via email, overnight mail or courier or three (3) days after deposited in the mail sent certified or registered.

8. *Applicable Law.*

By completing membership purchase, you irrevocably consent and agree that the statutes and laws of the State of Nebraska, without regard to the conflict of laws principles thereof, will apply to all matters relating to these Terms of Service or your ERBA membership, or other use of the ERBA Site.

9. *Miscellaneous.*

If any provision of these Terms of Service is held to be unenforceable by a court of competent jurisdiction for any reason whatsoever, (i) the validity, legality, and enforceability of the remaining provisions of these Terms of Service (including without limitation, all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) shall not in any way be affected or impaired thereby, and (ii) to the fullest extent possible, the unenforceable provision shall be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable provision and these Terms of Service shall be deemed amended accordingly.