COLLEGE FOUNDATION OF NORTH CAROLINA

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You agree that if CFNC does not exercise or enforce any legal right or remedy which is contained in the Terms of Use (or which CFNC has the benefit of under any applicable law), this will not be taken to be a formal waiver of CFNC’s rights and that those rights or remedies will still be available to CFNC.

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If any disagreement or dispute arises regarding these Terms of Use or any rights or obligations conveyed hereunder, the disagreement shall be resolved, whenever possible, by meeting and conferring. If such efforts are unsuccessful, you agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action.
The Terms of Use, and your relationship with CFNC under the Terms of Use, shall be governed by the laws of the state of North Carolina, without regard to conflict of laws provisions. You and CFNC agree to submit to the exclusive jurisdiction of the courts located within North Carolina to resolve any legal matter arising from the Terms. Notwithstanding this, you agree that the relevant CFNC Member shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms of Use is invalid, then that provision will be removed from the Terms of Use without affecting the rest of the Terms of Use, which will remain in full force and effect.

These Terms of Use are effective as of April 19, 2021.