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BY ACCEPTING THIS AGREEMENT, YOU WAIVE AND HOLD HARMLESS THE DDR ENTITIES FROM ANY CLAIMS RESULTING FROM ANY OF THE AFOREMENTIONED ACTIONS TAKEN BY THE DDR ENTITIES.

12. MISCELLANEOUS

This Agreement and any related dispute between the parties will be governed and interpreted pursuant to the laws of the state of Missouri excluding any principles of conflicts of law. You specifically consent to personal jurisdiction in Missouri in connection with any dispute between you and DDR arising out of or relating to this Agreement or pertaining to the subject matter hereof. The parties to this Agreement each agree that the exclusive venue for any dispute between the parties arising out of or relating this Agreement or pertaining to the subject matter hereof will be in the state and federal courts located in Missouri.

If any part of this Agreement is unlawful, void, or unenforceable, that part shall be modified by a court of competent jurisdiction to reflect to the maximum extent possible the original intention of the parties as dictated by the original wording, and if not so modifiable, that part will be deemed severable, and will not affect the validity and enforceability of any remaining provisions.

DDR may assign or otherwise convey any of its rights and obligations under this Agreement, but you may not. All of the terms and conditions of this agreement shall inure and be binding upon any party's permitted successors and assigns.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and DDR as a result of this agreement or use of DDR's website or any Website and Related Services.

This Agreement constitutes the entire agreement among the parties relating to the subject matter of this Agreement and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written between the user and DDR with respect to the subject matter of this Agreement. Notwithstanding the foregoing, any additional terms and conditions on this website will govern the items to which they pertain.

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This Agreement may contain typographical errors or other errors or inaccuracies and may not be correct or current. We reserve the right to correct any errors, inaccuracies or omissions and to change or update this Agreement at any time without prior notice. We do not, however, guarantee that any errors, inaccuracies or omissions will be corrected.

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