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- to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm WHEELING-NIPPON STEEL or users of the Website, or expose them to liability.

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Jurisdiction

The law of the State of West Virginia, exclusive of conflict of law provisions, shall govern these Terms of Use. Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the state courts or federal courts located in the Northern District of the State of West Virginia. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Arbitration

At WHEELING-NIPPON STEEL's sole discretion, it may require you to submit any disputes arising from these Terms of Use or use of the Website, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying West Virginia law.

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No waiver by WHEELING-NIPPON STEEL of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of WHEELING-NIPPON STEEL to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

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