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New York Housing Association, Inc. Attn: Robert Capenos, Executive Director 634 Watervliet Shaker Road Latham, NY 12110 Fax: 518-867-3245

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### 12. Indemnity.

You agree to defend, indemnify, and hold harmless the New York Housing Association, Inc., its affiliates, and their respective officers, directors, employees and agents, from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from (i) any Content or other material You provide to any New York Housing Association Site, or (ii) your breach of the terms of these Terms. The Site shall provide notice to You promptly of any such claim, suit, or proceeding.

13. Miscellaneous. The Terms of Service and the relationship between you and us shall be governed by the laws of the State of [Insert Your State], without regard to its conflict of law provisions. You agree that any cause of action that may arise under the Terms of Service shall be commenced and be heard in the appropriate court in the State of New York, Albany County. You agree to submit to the personal and exclusive jurisdiction of the courts located within Albany County in the State of New York. Our failure to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. Any waiver of any provision of these Terms of Service by the New York Housing Association, Inc.must be made in writing and signed by an authorized representative of the New York Housing Association, Inc. specifically referencing these Terms of Service and the provision to be waived. Headings used in these Terms of Service are for convenience only and are not to be relied upon. If any provision of the Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms of Service remain in full force and effect. These Terms of Service will inure to the benefit of, and are intended to be enforceable by the New York Housing Association, Inc.'s successors, assigns and licensees.

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These Terms constitute a binding agreement between You and the New York Housing Association, Inc., and is accepted by You upon your use of the Site.