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the Product or Product App. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to you.

Equitable Remedies.

You hereby agree that Battlefront Miniatures would be irreparably damaged if the terms of this License Agreement were not specifically enforced, and therefore you agree that Battlefront Miniatures shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect to breaches of this License Agreement, in addition to such other remedies as Battlefront Miniatures may otherwise have available to it under applicable laws. In the event any litigation is brought by either party in connection with this License Agreement, the prevailing party in such litigation shall be entitled to recover from the other party all the costs, attorneys' fees and other expenses incurred by such prevailing party in the litigation.

Dispute Resolution and Governing Law.

Battlefront Miniatures intends to resolve any and all disputes that may arise between it and its participants in a cost-effective and non-disruptive manner, preferably without the time and expense of litigation. Toward this end, you agree to the following dispute resolution procedure. If you are unable to resolve any dispute in the ordinary course of business, you shall send a written notice to Battlefront Miniatures in which you outline the issues in dispute, enclose any relevant documents and state the requested relief. Battlefront Miniatures shall respond within ten (10) business days with identical information from its or their perspective. You and a representative of Battlefront Miniatures shall meet or communicate electronically within ten (10) business days of the delivery of the response(s), and as often as you and Battlefront Miniatures deem necessary or desirable thereafter, in an attempt to resolve the matter. If, within sixty (60) days of the first communication, you and Battlefront Miniatures fail to resolve the matter, either party may proceed with any legal remedies available at law.

Except as otherwise set forth herein, this License Agreement shall be governed by, and will be construed under, the Laws of the United States of America and the law of the State of Washington, without regard to choice of law principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

In the event that any provision of this Agreement, or any portion hereof, shall be declared invalid or unenforceable by a court of competent jurisdiction in any jurisdiction, such provision, or portion thereof, shall, as to such jurisdiction, be ineffective to the extent declared invalid or unenforceable without affecting the validity or enforceability of the other provisions of this Agreement, or any portion thereof, and the remainder of this Agreement shall remain binding on the parties hereto. However, in the event that any such provision, or any portion thereof, shall be declared unenforceable because of its scope, breadth, or duration, then it shall be automatically modified to the scope, breadth, or duration permitted by law and shall be fully enforceable in such jurisdiction as so modified as if such modification was made upon the effective date of this Agreement.

1. Miscellaneous.

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