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- except as otherwise expressly set out in these Terms of Use, any claims relating to the possession or use of the Android Application are between you and us (and not between you, or anyone else, and Google); and
- in the event of any claim by a third party that your possession or use (in accordance with these Terms of Use) of the Android Application infringes any intellectual property rights, Google will not be responsible or liable to you in relation to that claim; and
- 3. you represent and warrant that:

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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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