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11.   <u>Indemnification</u>. You agree to indemnify, defend, and hold harmless Lumina and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, arising from or relating to your use or misuse of the Application or your breach of this Agreement, including, but not limited to, the content you submit or make available through this Application.

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15.   Governing Law. This Agreement is governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or related to this Agreement or the Application shall be instituted exclusively in the federal courts of the United States or the courts of the State of Florida in each case located in Tampa and Hillsborough County, Florida. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

16.   Limitation of Time to File Claims. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE APPLICATION MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES OTHERWISE SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

17.   Entire Agreement. This Agreement, together with any linked and/or incorporated terms, conditions, policies, and other documents and agreements, including, but not limited to Lumina's Privacy Policy, constitute the entire agreement between you and Lumina with respect to the Application and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Application.

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