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- 5.3 The extent permitted under applicable law, neither NASDAQ OMX nor the Information Providers shall have any liability in tort, contract, or otherwise (and as permitted by law, product liability), to user and/or any third party.
- 5.4 Neither NASDAQ OMX nor the Information Providers shall under any circumstance be liable to you (and/or any third party) for any lost profits or lost opportunity, indirect, special, consequential, incidental, or punitive damages whatsoever, even if NASDAQ OMX has been advised of the possibility of such damages.

6 Indemnity

You agree to indemnify and hold NASDAQ OMX and its officers, directors, employees and licensors harmless from any claim or demand (including but not limited to reasonable legal fees) made by a third party due to or arising out of or

related to your violation of the terms and conditions of these Terms and Conditions or your violation of any laws, regulations or third party rights.

7 Amendments

NASDAQ OMX reserves the right, at its discretion and at any time, to make changes to the Website and/or these terms and conditions. Amendments to these Terms and Conditions will be effective immediately upon posting of the amendments on the Website. By accessing the Website you agree to be bound by these Terms and Conditions as amended.

8 Severability

If any provision of these Terms and Conditions should be held to be invalid, unlawful or unenforceable to any extent, such term shall be severed from the remaining terms which shall continue to be valid to the fullest extent permitted by law.

9 Governing Law

These Terms and Conditions shall be subject to Swedish law and to the exclusive jurisdiction of the Swedish courts.