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If you are obtaining the software as defined below on behalf of a company, you agree and represent that you are duly authorized to represent the company including possessing the legal capacity to bind the company to contracts and accept the terms and conditions of the Agreement on behalf of the company. A binding contract is then formed between ARBITRATION FORUMS, INC. and the company in accordance with the terms of this Agreement. You personally agree not to commit or encourage any violation of this Agreement with the company.

If the company you represent or you (collectively "you" or “your”) do not agree to the terms and conditions of this Agreement, do not download or install the software.

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DISPUTE:

This Agreement applies to any dispute EXCEPT IT DOES NOT INCLUDE A DISPUTE RELATING TO THE ENFORCEMENT OR VALIDITY OF YOUR OR OUR INTELLECTUAL PROPERTY RIGHTS. Dispute means any dispute, action, or other controversy between you and ARBITRATION FORUMS, INC. concerning the software or this Agreement, whether in contract, warranty, tort, statute, regulation, ordinance, or any other legal or equitable basis. "Dispute" will be given the broadest possible meaning allowable under law, including but not limited to arbitrability.

CHOICE OF LAW:

You agree that notwithstanding any judicially or statutorily created choice of law rule that would otherwise require the application of the law of some other jurisdiction, all provisions of this Agreement and all matters or controversies of any kind arising out of, or related to this Agreement or the rights or liabilities of the parties hereto shall be governed solely by the substantive statutory and common law of Florida.

BINDING ARBITRATION:

IF YOU AND ARBITRATION FORUMS, INC. DO NOT RESOLVE ANY DISPUTE BY INFORMAL NEGOTIATION, ANY OTHER EFFORT TO RESOLVE THE DISPUTE WILL BE CONDUCTED EXCLUSIVELY BY BINDING ARBITRATION IN FLORIDA. YOU ARE GIVING UP THE RIGHT TO LITIGATE ALL DISPUTES IN COURT BEFORE A JUDGE OR JURY. Instead, all disputes will be resolved before a neutral arbitrator, whose decision will be final except for a limited right of appeal under the Federal Arbitration Act. The final award in any such arbitration proceeding

shall be subject to entry as a judgment by any court of competent jurisdiction, provided that such judgment does not conflict with the terms and provisions hereof. Any court with jurisdiction over the parties may enforce the arbitrator's award. The jurisdiction of the arbitrator (or arbitrators) with respect to legal matters shall be limited only by the statutory and common law of Florida.

VENUE AND JURISDICTION:

You and ARBITRATION FORUMS, INC. hereby agree that the venue for all legal disputes, controversies, actions of any kind arising under or related to this Agreement shall be Federal District Court for the Middle District of Florida, Tampa Division ("Federal District Court"). You and ARBITRATION FORUMS, INC. agree that in case of any litigation regarding this Agreement, the jurisdiction for such litigation shall be, depending on the subject matter of the dispute, the Federal District Court in Florida. You hereby consent and stipulate to the jurisdiction of the Federal District Court in Florida.

SEVERABILITY:

If any part of this Agreement is found to be illegal or unenforceable as to all or some parts of a dispute, then the ARBITRATION Section will not apply to those parts. Instead, those parts will be severed and proceed in a court of law, with the remaining parts proceeding in arbitration. If any other provision of the ARBITRATION Section is found to be illegal or unenforceable, that provision will be severed with the remainder of the ARBITRATION Section remaining in full force and effect.

WEBSITE AF TERMS OF USE:

You further agree that you have read and agree to the AF Terms of Use of ARBITRATION FORUMS, INC. as posted at the website: AF [Terms of Use](#)

WEBSITE AF PRIVACY POLICY:

You further agree that you have read and agree to the AF Privacy Policy of ARBITRATION FORUMS, INC. posted at the website: AF [Privacy Policy](#)

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Software and services provided by ARBITRATION FORUMS, INC. include limited free support. Most free support is available through our website/email, unless otherwise specified. If you require more advanced technical support or require telephone assistance, contact our software support at: 1-866-977-3434 or e-mail us at: afsupport@arbfile.org or disupport@arbfile.org. We reserve the right to change our support policy at any time and without notice.

INSTALLATION:

You must make every attempt to safeguard your data and other files during installation, when upgrading, or when installing an update. ARBITRATION FORUMS, INC. does not assume responsibility for loss

of data or any other losses that result from installation, upgrading, or updating of the software. Hard disks should be backed up on a regular basis and should always be backed up before you begin any installation tasks.

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AFFIRMATION OF AGREEMENT:

You acknowledge that YOU HAVE READ THIS ENTIRE AGREEMENT the AF TERMS OF USE and the AF PRIVACY POLICY. By clicking on the button "I accept the terms in the license agreement" and clicking the "Next>" button, you signify THAT YOU (AND YOUR COMPANY) ACCEPT AND AGREE TO BE BOUND BY THIS AGREEMENT, and by continuing to use the software to access the ARBITRATION FORUMS, INC. website and/or by your use of any service or other functionality available in, on, at or through the website, you agree that you are acknowledging and affirming that you have read and understand this entire Agreement, the AF [Terms of Use](#) and AF [Privacy Policy](#) of ARBITRATION FORUMS, INC. and that you and your company agree to all terms, conditions, warranties, limitations, venue, arbitration and other provisions.