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- A description of the copyrighted work that you claim has been infringed;

- A description of where the material that you claim is infringing is located on this Site;
- Your address, telephone number, and email address;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and
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### ***Passwords***

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#### ***Applicable Law, Jurisdiction, and Arbitration***

These Terms of Use shall be governed by the laws of the State of New York, without regard to its choice of law rules. Notwithstanding the foregoing, any issue concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation or enforceability of these procedures, including any contention that all or part of these procedures are invalid or unenforceable, shall be governed by the Federal Arbitration Act and resolved by the arbitrators as provided therein.

YOU AGREE TO RESOLVE BY ARBITRATION ANY CONTROVERSY ARISING BETWEEN YOU AND THE FIRM AND/OR ANY OF OUR RESPECTIVE CONTROL PERSONS, PREDECESSORS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, ASSIGNS AND EMPLOYEES.

With respect to the resolution of any such controversy, you further acknowledge that:

- Arbitration is final and binding on the parties.
- The parties are waiving their right to seek remedies in court, including the right to jury trial.
- Pre-arbitration discovery is generally more limited than and different from court proceedings.
- The arbitrators' award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited.

Any arbitration under this Terms of Use shall be conducted in New York, NY before a panel of three (3) arbitrators pursuant to the Commercial Arbitration Rules of the American Arbitration Association, except

to the extent that such rules are modified by this Terms of Use. Arbitration is initiated by a party serving the other party with a written demand for arbitration or a written notice of intention to arbitrate.

No person shall bring a putative or certified class action to arbitration nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated a putative class action in court or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: the class certification is denied; or the class is decertified; or the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under these Terms of Use except to the extent stated herein.

***General***

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