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There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of these Conditions of Use as a court would.

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent, Donna Hamilton. The arbitration will be conducted by the American Arbitration Association (AAA) under its rules, including the AAA’s Supplementary Procedures for Consumer-Related Disputes. The AAA’s rules are available at www.adr.org or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA’s rules. We will reimburse those fees for claims totaling less than $10,000 unless the arbitrator determines the claims are frivolous. Likewise, the Company will not seek attorneys’ fees and costs in arbitration unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location.

We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration we each waive any right to a jury trial. We also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

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By using any Company Service, you agree that the Federal Arbitration Act, applicable federal law, and the laws of the State of Ohio, without regard to principles of conflict of laws, will govern these Conditions of Use and any dispute of any sort that might arise between you and the Company.

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unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining conditions.

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If you prefer to submit a report in writing, please provide us with this information:

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• Your address, telephone number, and e-mail 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;
• A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner’s behalf.

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Phone: (573) 449-1010
E-mail: copyright@cleeks.com

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