

## **Accept Terms**

### **1. General Provisions**

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### **2. Arbitration**

If you have a dispute with the companies, and you are unable to resolve the dispute informally, you and the companies agree that upon demand by either you or the companies, the dispute will be resolved through binding arbitration. As the sole exception to arbitration, you and the companies each retain the right to pursue in small claims court any dispute that is within that court's jurisdiction.

A "dispute" is any unresolved disagreement between you and the companies, regardless of when the claim arose, and includes claims based on contracts, torts, statutes, regulations, common law, and equitable claims. All statutes of limitation applicable to any dispute shall apply in any arbitration between you and the companies. You and the companies agree that you are each waiving the right to a jury trial or a trial before a judge in a court. You and the companies agree that each may bring claims against the other only in an individual capacity, and that neither you nor the companies shall be entitled to join or consolidate claims by or against others in any arbitration, or to include in any arbitration any dispute as a representative or member of a class, or on behalf of the general public, or as a private attorney general. If this limitation is found to be unenforceable, it shall not be

severable, and this entire arbitration provision shall be unenforceable.

**You and the companies agree that the arbitrator may award injunctive relief only in favor of the party seeking relief, and only to the extent necessary to provide relief warranted by that party's individual claim. In the event of any inconsistency between this arbitration provision and any provision contained in any other applicable terms of use, license agreement, disclaimer, or privacy policy relating to the companies or the Product, this arbitration provision shall be controlling.**

Each arbitration, including the selection of the arbitrator, will be administered by the American Arbitration Association (the "AAA") according to its Commercial Arbitration Rules and the Supplementary Procedure for Consumer-Related Disputes (together, the "AAA Rules"). The AAA Rules are available online at [www.adr.org](http://www.adr.org), or by calling the AAA at 1-800-778-7979. In the event of any inconsistency between the AAA Rules and this arbitration provision, this arbitration provision shall be controlling.

Either party may demand arbitration of a dispute at any time, regardless of whether a lawsuit or other proceeding has previously been commenced. Either party may demand arbitration by completing the form for Consumer-Related Disputes provided for that purpose, and following the instructions on the form. The form is available on the AAA's website, [www.adr.org](http://www.adr.org), or by calling AAA Case Filing Services at 1-877-495-4185. You should attach a copy of this arbitration provision, which will remain available online. If you demand arbitration, you must send a copy of the form or other demand, by U.S. Certified Mail, addressed to: Suze Orman Media, P.O. Box 4084, Santa Monica, California 90411-4084. If the companies demand arbitration, you will be sent a copy of the form or other demand, by U.S. Certified Mail, at the most current postal address that the companies have for you in its records.

If your claim is for less than \$10,000, the companies will pay all of the AAA's administrative fees and the arbitrator's fees, including the initial filing fee. If your claim is for more than \$10,000, and applicable law limits the amount of arbitration fees payable by you, the companies will pay all of the AAA's administrative fees and the arbitrator's fees in excess of this limitation. Except as otherwise provided by applicable law, each party will remain solely responsible for their own attorneys' fees and expenses incurred in connection with the arbitration.

You and the companies agree that: (1) the parties are participating in transactions affecting interstate commerce; (2) this arbitration provision and any resulting arbitration are governed by the Federal Arbitration Act (Title 9 of the United States Code); (3) the arbitrator shall decide any dispute regarding the interpretation, application, or enforceability of this arbitration provision; (4) neither party will disclose, to any third party, any information obtained from the other party in the arbitration proceeding, except as required by applicable law; and (5) neither party will be entitled to rely on any arbitration award, finding of fact, or conclusion of law issued in any other arbitration proceeding involving only one of the parties.

This arbitration provision shall survive the termination of any other contract between you and the

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Recognizing the global nature of the Internet, you agree to comply with all local laws including, without limitation, laws about the Internet, data, email, or privacy. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

## **10. Choice of Law**

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## **11. Indemnification**

You agree to indemnify, defend and hold harmless the companies, its officers, directors, employees, agents, licensors, licensees, assigns, suppliers and any third party providers of information or services to the Site from and against all claims, losses, expenses, damages and costs, resulting from any violation of these Terms of Use.

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