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## TERMS OF USE

Effective Date: September 19, 2019

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12. **Arbitration.** Except for actions to protect intellectual property rights and to enforce an arbitrator's decision hereunder, all disputes, controversies, or claims arising out of or relating to this Agreement or a breach thereof shall be submitted to and finally resolved by arbitration under the rules of the American Arbitration Association ("AAA") then in effect. There shall be one arbitrator, and such arbitrator shall be chosen by mutual agreement of the parties in accordance with AAA rules. The arbitration shall take place in Kansas City, Kansas USA, and may be conducted by telephone or online. The arbitrator shall apply the laws of the State of Kansas, USA to all issues in dispute. The controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The findings of the arbitrator shall be final and binding on the parties, and may be entered in any court of competent jurisdiction for enforcement. Enforcements of any award or judgment shall be governed by the United Nations Convention on the Recognition and

Enforcement of Foreign Arbitral Awards. Should either party file an action contrary to this provision, the other party may recover attorney's fees and costs up to \$1000.00.

13. Jurisdiction And Venue. The courts of Leavenworth County in the State of Kansas, USA and the nearest U.S. District Court in the State of Kansas shall be the exclusive jurisdiction and venue for all legal proceedings that are not arbitrated under these Terms of Use.

14. Controlling Law. This Agreement shall be construed under the laws of the State of Kansas, USA, excluding rules regarding conflicts of law. The application the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.

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18. Force Majeure. We shall not be liable for damages for any delay or failure of delivery arising out of causes beyond our reasonable control and without our fault or negligence, including, but not limited to, Acts of God, acts of civil or military authority, fires, riots, wars, embargoes, Internet disruptions, hacker attacks, or communications failures.

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Material Modifications Since January 1, 2019: Revised September 19, 2019.