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Choice of Law ; Consent to Jurisdiction; Waiver of Jury Trial

These terms of use shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflicts of law provisions. Unless expressly included in any other agreement between ERM and you, you agree that the requirements of the E-Commerce Directive (2000/31/EC) as implemented are excluded to the fullest extent permitted by law with respect to your access to and use of the website. Sole and exclusive jurisdiction for any suit, action or proceeding arising out of or related to these terms of use shall be in an appropriate state or federal court located in Wilmington, Delaware, and the parties irrevocably waive any objection they may now or hereafter have to the laying of venue of any such suit, action or proceedings in such a court, and irrevocably waive any claim that any such suit, action or proceeding brought in such a court has been brought in an inconvenient forum.

The parties unconditionally waive their respective rights to a jury trial. Any cause of action you may have arising out of your use of this site must be commenced within one (1) year after the claim or cause of action arises. If for any reason a court of competent jurisdiction finds any provision of these terms of use to be unenforceable, that provision shall be enforced to the maximum extent permitted so as to effect the intent of these terms of use, and the remainder of the terms of use shall continue in full force and effect. The terms of use constitute the terms between ERM and you arising out of this site and it supersedes all prior or contemporaneous communications, agreements and understandings between ERM and you arising out of the subject matter hereof. A printed version of these terms of use shall be admissible in judicial or administrative proceedings.

You represent, warrant and covenant that (i) you have the power and authority to enter into this agreement; and (ii) you are at least eighteen (18) years of age.

Agreement to Arbitrate Disputes and Choice of Law .

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY HEAR YOUR CLAIMS. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

WE BOTH AGREE TO ARBITRATE: You and ERM agree to resolve any claims relating to these Terms through final and binding arbitration, except that, to the extent you have in any manner violated or threatened to violate ERM's intellectual property rights (for example, trademark, trade secret, copyright, or patent rights). Under such circumstances ERM may bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of the Services, or intellectual property infringement (for example, trademark, trade secret, copyright, or patent rights) without first engaging in arbitration or the informal dispute-resolution process described above.

WHAT IS ARBITRATION: Arbitration is more informal than a lawsuit in court and seeks to resolve disputes more quickly. Instead of a judge or a jury, the case will be decided by a neutral arbitrator who has the power to award the same damages and relief that a court can. If any provision of this arbitration agreement is found unenforceable, the unenforceable provision shall be severed, and the remaining arbitration terms shall be enforced.

ARBITRATION PROCEDURES: *The U.S. Federal Arbitration Act governs the interpretation and enforcement of this dispute resolution provision. Arbitration shall be initiated through JAMS. Any dispute, controversy, or claim arising out of or relating to these Terms shall be referred to and finally determined by arbitration in accordance with the JAMS Streamlined Arbitration Rules and Procedures in front of one arbitrator. If there is a conflict between JAMS Rules and the rules set forth in these Terms, the rules set forth in these Terms will govern. The JAMS Rules and instructions for how to initiate an arbitration are available from JAMS at <http://www.jamsadr.com> or 1-800-352-5267. To initiate arbitration, you or ERM must do the following things:*

- (1) *Write a demand for Arbitration. The demand must include a description of the Claim and the amount of damages sought to be recovered. You can find a copy of a Demand for Arbitration at www.jamsadr.com.*
- (2) *Send three copies of the Demand for Arbitration, plus the appropriate filing fee to: JAMS to your local JAMS office or to JAMS, Two Embarcadero Center, Suite 1500, San Francisco, CA 94111*
- (3) *Send one copy of the Demand for Arbitration to the other party.*

Payment of all filing, administration and arbitrator fees will be governed by the JAMS Rules. If travelling to Delaware is a burden, you may participate in the arbitration by phone or via document submission to the fullest extent allowable by the arbitrator. Each party will bear their own costs of arbitration unless the arbitrator directs that bearing such costs would be an undue burden and in that case, we

will pay for your portion of the arbitration administrative costs (but not your attorneys' fees). Arbitration under this agreement shall be held in the United States in Wilmington, Delaware under Delaware law without regard to its conflict of laws provisions. The arbitration may award on an individual basis the same damages and relief as a court (including injunctive relief). Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

AUTHORITY OF ARBITRATOR: The arbitrator will decide the rights and liabilities, if any, of you and ERM, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the Arbitration Rules, and the Terms. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and ERM.

NO CLASS ACTIONS: You may only resolve disputes with us on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are not allowed.

WAIVER OF JURY TRIAL: THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in court and are subject to very limited review by a court. In the event any litigation should arise between you and ERM in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND ERM WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge. YOU ACKNOWLEDGE THAT YOU HAVE BEEN ADVISED THAT YOU MAY CONSULT WITH AN ATTORNEY IN DECIDING TO ACCEPT THIS AGREEMENT TO ARBITRATE.

Choice of Law/Forum Selection

In any circumstances where the Agreement to Arbitrate Disputes permits the parties to litigate in court, these Terms shall be governed by and construed in accordance with the laws of the State of Delaware, excluding its conflict of law rules. You further expressly consent and agree to submit to the exclusive jurisdiction and venue of a federal or state court of competent jurisdiction located in Wilmington, Delaware.