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jurisdiction of the federal court in Jefferson County, New York, and a statement that you will accept service of process from the person who provided notification of the alleged infringement. If a counter-notice is received by the DOCKHERE, LLC Copyright Agent, then DOCKHERE,

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We require that all registrations or purchases be made by adult individuals 18 years of age or older, or (ii) give verifiable permission for such minors to register or purchase rentals on the Site and for the collection by us of certain information in accordance with the terms of our privacy policy. EACH TIME YOU UTILIZE THIS SITE, YOU ARE REPRESENTING TO DOCKHERE, LLCTHAT YOU ARE AN INDIVIDUAL 18 YEARS OF AGE OR OLDER, AND FOR THE COLLECTION BY US OF CERTAIN INFORMATION IN ACCORDANCE WITH THE TERMS OF OUR PRIVACY POLICY

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If a dispute arises between the Parties (including any agents, employees, officers, representatives or related entities or persons) arising under Your visit to this website or otherwise so long as it does not a claim for criminal or statutory violations, then the dispute shall be submitted to final, binding and non-appealable arbitration, and the Parties agree to be bound by the result in Jefferson County, New York.

The Parties agree to binding arbitration, and has waived the right to submit the dispute for determination by a judge or jury trial, the parties acknowledge that pre-arbitration discovery is generally more limited than and different from that allowed in court proceedings, the Parties acknowledge that the arbitrator's award is not required to include factual findings or legal reasoning, the Parties acknowledge that the arbitration award is final and binding on the Parties, and the Parties further acknowledge and agree that the grounds for appeal of an arbitration award are very limited compared to a court judgment or jury verdict. It is further agreed and understood that initial resort to the courts by either party shall not be considered a waiver of that party's right to compel binding arbitration under this provision.

The arbitration otherwise will be conducted pursuant to the JAMS Recommended Arbitration Discovery Protocols for Domestic, Commercial Cases which can be found at <http://www.jamsadr.com/arbitration-discovery-protocols/>. The JAMS contact information, cost and relevant factors considered by JAMS arbitrators are all listed extensively on its website so please read and review same and direct questions related to arbitration directly to JAMS and its managers. All costs of such arbitration shall be split equally between the Parties except each party is responsible for its own attorneys' fees and costs.

DOCKHERE, LLC's failure to insist upon or enforce strict performance of any provision of these Terms and Conditions shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any of these Terms and Conditions.

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