

Legal Notice and Privacy Policy

Legal Notice

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Except as otherwise set forth in these Terms and Conditions, any controversy or claim arising out of or relating to any provision of these Terms and Conditions shall be resolved by arbitration. The arbitration process shall be instigated by either party giving written notice to the other of the

desire for arbitration and the factual allegations underlying the basis for the dispute. The arbitration shall be conducted by such alternative dispute resolution service as is agreed to by the parties, or, failing such agreement within thirty (30) days after such dispute arises, by arbitrators selected as described below in accordance with the rules and procedures established by the American Arbitration Association. Only a person who is a practicing lawyer admitted to a state bar may serve as an arbitrator. Each party shall select one arbitrator, and those arbitrators shall choose a third arbitrator; these arbitrators shall constitute the panel. The expenses of arbitration (including attorneys' fees) shall be shared as determined by arbitration. Each side to the claim or controversy shall pay his, her or its own attorneys' fees. Any result reached by the panel shall be binding on all parties to the arbitration, and no appeal may be taken. It is agreed that any party to any award rendered in such arbitration proceeding may seek a judgment upon the award and that judgment may be entered thereon by any court having jurisdiction. The arbitration shall be conducted in Akron, Ohio.

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