

an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;

a description of the copyrighted work or other intellectual property that you claim has been infringed;

a description of where the material that you claim is infringing is located on the site;

your address, telephone number, and email address;

a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;

a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

~~SEPP1KE~~.COM Team can be reached by email: [accounts@~~SEPP1KE~~.COM](mailto:accounts@SEPP1KE.COM) .

DISPUTE RESOLUTION

Any claim or controversy arising out of or relating to the use of ~~SEPP1KE~~.COM, to the goods or services provided by ~~SEPP1KE~~.COM, or to any acts or omissions for which you may contend ~~SEPP1KE~~.COM is liable, including but not limited to any claim or controversy ("Dispute"), shall be finally, and exclusively, settled by arbitration in Florida, from which arbitration there shall be no appeal. The arbitration shall be held before one arbitrator under the Commercial Arbitration rules of the American Arbitration Association ("AAA") in force at that time. The arbitrator shall be selected pursuant to the AAA rules. The arbitrator shall apply the substantive law of the State of Florida, except that the interpretation and enforcement of this arbitration provision shall be governed by the Federal Arbitration Act. To begin the arbitration process, a party must make a written demand therefore. Each party shall bear its own costs and attorneys' fees. Any judgment upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction in Florida. The arbitrator shall not have the power to award damages in connection with any Dispute in excess of actual compensatory damages and shall not multiply actual damages or award consequential, punitive or exemplary damages, and each party irrevocably waives any claim thereto. The agreement to arbitrate shall not be construed as an agreement to the joinder or consolidation of arbitration under this Agreement with arbitration of disputes or claims of any non-party, regardless of the nature of the issues or disputes involved. THIS AGREEMENT PROVIDES THAT ALL DISPUTES BETWEEN YOU AND ~~SEPP1KE~~.COM WILL BE RESOLVED BY BINDING ARBITRATION. YOU THUS GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS. YOU ALSO GIVE UP YOUR RIGHT TO PARTICIPATE IN OR BRING CLASS ACTIONS. YOU ACKNOWLEDGE AND AGREE THAT YOU AND JAMLISTER.COM ARE EACH WAIVING THE RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING. Further, unless both you and JAMLISTER.COM otherwise agree, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. YOUR RIGHTS WILL BE DETERMINED BY A NEUTRAL ARBITRATOR AND NOT A JUDGE OR JURY.

CLASS ACTION / JURY TRIAL WAIVER

WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED THE SERVICE FOR PERSONAL, COMMERCIAL OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER

REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND WE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

GENERAL INFORMATION

Entire Agreement. The TOS constitutes the entire agreement between you and JAMLISTER.COM and governs your use of the Service, superseding any prior agreements between you and JAMLISTER.COM with respect to the Service. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other JAMLISTER.COM services, products, affiliate services, third-party content or third-party software.

Electronic signatures. Pursuant to any applicable laws, rules or regulations, including without limitation the US Electronic Signatures in Global and National Commerce Act, P.L. 106-229 or other similar statutes, YOU AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS AND OTHER RECORDS AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES AND RECORDS OF TRANSACTIONS. Further, you hereby waive any rights or requirements under any statutes, regulations, rules, ordinances or other laws in any jurisdiction which require an original signature or delivery or retention of non--electronic records, or to payments or the granting of credits by other than electronic means. A printed version of these Terms of Service and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. All rights not expressly granted herein are reserved to JAMLISTER.COM.

Choice of Law and Forum. The TOS and the relationship between you and JAMLISTER.COM shall be governed by the laws of the State of Florida without regard to its conflict of law provisions. You and JAMLISTER.COM agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Miami-Dade.

Waiver and Severability of Terms. The failure of JAMLISTER.COM to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect.

No Right of Survivorship and Non-Transferability. You agree that your JAMLISTER.COM account is non-transferable and any rights to your JAMLISTER.COM Profile or contents within your account terminate upon your death. Upon receipt of a copy of a death certificate, your account may be terminated and all contents therein permanently deleted.

Statute of Limitations. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the TOS must be filed within one (1) year after such claim or cause of action arose or be forever barred.

The section titles in the TOS are for convenience only and have no legal or contractual effect.