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You and PHI agree that any dispute or claim arising from or relating to the Terms shall be finally settled by arbitration, using the English language, administered by the American Arbitration Association (the AAA) under its Commercial Arbitration Rules then in effect (those rules are deemed to be incorporated by reference into this section). Our arbitration will be handled by a sole arbitrator in accordance with those rules. Judgment on the arbitration award may be entered in any court that has jurisdiction. Any arbitration under the Terms will take place on an individual basis: class arbitrations and class actions are not permitted. You understand that by agreeing to the Terms, you and PHI are each waiving the right to trial by jury and the right to participate in a class action. Notwithstanding the foregoing, each party shall have the right to bring an action in a court of proper jurisdiction for injunctive or other equitable or conservatory relief, pending a final decision by the arbitrator. For any disputes or actions not subject to arbitration, you and PHI agree to submit to the personal jurisdiction to any court of competent jurisdiction sitting within Palm Beach County, Florida which will be the exclusive jurisdiction and venue for any applicable disputes or actions.

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