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b. Binding Arbitration and exceptions; Opt-Out; Nature of Arbitration. If we are unable to reach a mutually satisfactory resolution within 60 days of the date of notice of dispute, then we shall proceed to arbitration, except arbitration shall not be used and the parties may address their dispute in court where (i) there is an intellectual property dispute such as a claim of infringement or other violation of intellectual property rights; (ii) small claims court requirements are satisfied; or (iii) applicable law prohibits arbitration. In addition, at any time within 60 days of the Effective Date, you may opt out of arbitration by sending us a written, postage paid notice of opt-out with your name, user name, email address and mailing address at: 201 Third Street, Suite 900, San Francisco, CA 94103, USA. You may also bring your dispute or claim to the attention of any applicable Federal, State or local government agency that has authority by law to seek a remedy from us for you.

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c. Arbitration Procedure and Rules. The Federal Arbitration Act (the "FAA") shall apply to the arbitration, which shall be conducted by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules and where applicable, the Supplementary Procedures for Consumer-Related Disputes. See www.adr.org for more information. The arbitration may be conducted through the submission of documents, by phone or in person in the county where you live or in San Francisco, California. The decision of the arbitrator shall be final, except for a limited right of appeal under the FAA. Any court with jurisdiction over the parties may enforce the arbitrator's award.

d. Class Action Waiver. PROCEEDINGS TO RESOLVE OR LITIGATE OR ARBITRATE ANY DISPUTE SHALL BE BROUGHT SOLELY ON AN INDIVIDUAL BASIS. NEITHER YOU NOR RAZER SHALL SEEK TO HAVE ANY DISPUTE HEARD AS A CLASS OR REPRESENTATIVE ACTION OR COLLECTIVE ARBITRATION OR IN ANY OTHER PROCEEDING IN WHICH A PARTY ACTS IN A REPRESENTATIVE CAPACITY. NO ARBITRATION SHALL BE COMBINED WITH ANOTHER WITHOUT THE PRIOR WRITTEN CONSENT OF ALL PARTIES. AN ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOR OF AN INDIVIDUAL PARTY SEEKING RELIEF AND NOT IN FAVOR OF ANY CLASS.

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