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- Identification of material claimed to be infringing / violating, reasonably sufficient to permit us to locate the material;
- Information reasonably sufficient to permit us to contact you as the complaining party (e.g., address, phone number, email address, or other suitable method of contact);
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner / person or the estate affected, its agent, or the law; and

- A statement that the information in the notice is accurate and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner / person or estate.

It is our policy in appropriate circumstances to disable and/or terminate the accounts of users who are repeat infringers.

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All disputes, claims, controversies and matters arising out of or relating to or in connection with these Terms or the breach, termination, enforcement, interpretation or validity hereof, or to the use of this Website shall be exclusively settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules ("AAA Rules") applying the laws of the state of Texas without giving effect to any choice of conflict of law provision or rule, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall take place in Westlake Texas, USA before a single neutral arbitrator appointed in accordance with the AAA Rules and shall be conducted in the English language. **YOU ACKNOWLEDGE THAT BY AGREEING TO ARBITRATION AS THE EXCLUSIVE FORUM FOR THE RESOLUTION OF ALL DISPUTES, YOU ARE WAIVING THE RIGHT TO A TRIAL BY JURY.** All arbitrations shall be conducted and resolved on an individual basis and not on a class-wide, multiple plaintiff or similar basis. No arbitration shall be consolidated with any other arbitration proceeding involving any other person or entity. The prevailing party in any suit, action or proceeding, including any arbitration proceeding, will be entitled to recover its reasonable legal fees and costs and expenses from the other party. The arbitration proceeding (including all documentary and other evidence produced or considered in connection therewith), the hearing and the outcome thereof shall be maintained as Confidential Information, except as necessary to prepare for or conduct such proceeding, to the extent independently within the public domain, or as otherwise required by applicable law.

The following claims are not subject to mandatory arbitration and may be brought in court in accordance with the GOVERNING LAW & JURISDICTION provisions above: (i) any disputes seeking to enforce or protect, or concerning the validity of, intellectual property rights; (b) any dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use; and (c) any claim for injunctive relief.

You have the right to opt-out and not be bound by these arbitration and waiver of class action provisions by sending written notice of your decision to opt-out to Identifxdirecthitcustomerservice@identifix.com within thirty (30) days of your initial purchase of the Identifix product at issue.

If any provision of the foregoing arbitration agreement is found unenforceable, the unenforceable provision will be severed and the remaining arbitration terms will be enforced.

INDEMNIFICATION

You agree to indemnify and defend us and hold us harmless from and against any and all liabilities, costs, demands, causes of action, damages, and expenses (including reasonable attorney's fees) arising out of or in any way related to your breach of any of the provisions of these Terms, your use of the Website, any information you obtain from the Website, and/or any content that you post or upload to or through the Website, including without limitation, Your Content.

SEVERABILITY

If any provision of these Terms is found to be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render these Terms unenforceable or invalid, and such provisions shall be deleted without affecting the remaining provisions herein.

ASSIGNMENT

We are permitted to assign, transfer, and subcontract our rights and/or obligations under these Terms without any notification or consent required. However, you are not permitted to assign, transfer, or subcontract any of your rights and/or obligations under these Terms.

ENTIRE AGREEMENT

These Terms, together with any legal notices or disclaimers contained on this Website, constitute the entire agreement between us and you in relation to your use of this Website, and supersede all prior agreements and understandings with respect to the same.

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These Terms are governed by and shall be construed in accordance with the laws of the state of Texas, USA and you submit to the non-exclusive jurisdiction of the state and federal courts located in Dallas County, Texas for the resolution of any disputes relating to your use of this Website. Additional provisions regarding dispute resolution may be set forth in the terms and conditions listed on our website and shall apply with respect to contracts for the supply of goods or services formed through the Website or as a result of visits made by you.

CONTACT US

If you have any questions or concerns, please contact us at Identifxdirecthitcustomerservice@identifix.com. You can also write to us at: Identifix, LLC, 1500 Solana Blvd, Building 6, Suite 6300, Westlake, TX 76262

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