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6. **General.** Any waivers of any condition of this Agreement must be in writing, and the waiver of any requirement in certain situations or circumstances shall not be interpreted as the waiver of such requirement in other situations or circumstances. This Agreement constitutes the entire agreement between the parties hereto. Any amendment or modification of this Agreement shall only be effective if it is in writing and signed by both parties hereto. If any part of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, such provision shall be interpreted as necessary to give maximum effect to its provisions as possible under applicable law and the remainder of this Agreement shall remain in effect. Copprint may assign or transfer any of its rights or obligations hereunder without your consent. You may not assign any of your obligations or rights hereunder.

7. **Governing Law; Binding Arbitration.** This Agreement will be governed by and construed in accordance with the laws of the State of New York. You and Copprint agree that, except as provided below, all disputes, controversies and claims related to this Agreement or the use of the Products or Authorized Processes (each a “**Claim**”), shall be finally and exclusively resolved by binding arbitration, which may be initiated by either party by sending a written notice requesting arbitration to the other party. Any election to arbitrate by one party shall be final and binding on the other. The arbitration

will be conducted under the Streamlined Arbitration Rules and Procedures of JAMS that are in effect at the time the arbitration is initiated (the “**JAMS Rules**”) and under the terms set forth in these Terms. The arbitration will be conducted in New York unless the parties agree to video, phone and/or internet connection appearances. In the event of a conflict between the terms set forth herein and the JAMS Rules, the terms herein will control and prevail. Except as otherwise set forth herein, you may seek any remedies available to you under federal, state or local laws in an arbitration action. The arbitrator will provide a written statement of the arbitrator’s decision regarding the Claim, the award given and the arbitrator’s findings and conclusions on which the arbitrator’s decision is based. The determination of whether a Claim is subject to arbitration shall be governed by the Federal Arbitration Act and determined by a court rather than an arbitrator. Except as otherwise provided in these Terms, (a) you and Copprint may litigate in court to compel arbitration, stay proceedings pending arbitration, or confirm, modify, vacate or enter judgment on the award entered by the arbitrator; and (b) the arbitrator’s decision shall be final, binding on all parties and enforceable in any court that has jurisdiction, provided that any award may be challenged if the arbitrator fails to follow applicable law. You and Copprint agree that any arbitration shall be limited to the Claim between Copprint and you individually. YOU AND LEGALLY AGREE THAT (a) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE ARBITRATED ON A CLASS-ACTION BASIS OR TO UTILIZE CLASS ACTION PROCEDURES; (b) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY OR AS A PRIVATE ATTORNEY GENERAL; AND (c) NO ARBITRATION SHALL BE JOINED WITH ANY OTHER ARBITRATION. You and Copprint agree that the following Claims are not subject to the above provisions concerning negotiations and binding arbitration: (a) any Claim seeking to enforce or protect, or concerning the validity of, any of your or Copprint’s intellectual property rights; (b) any Claim related to, or arising from, allegations of theft, piracy, invasion of privacy or unauthorized use; and (c) any claim for equitable relief.