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By using this Site, you agree that: (1) any claim, dispute, or controversy you may have against UL Research Institutes arising out of, relating to, or connected in any way with these Terms or the Site, shall be resolved exclusively by final and binding arbitration administered by the American Arbitration Association ("AAA") and conducted before a single arbitrator pursuant to the applicable Rules and Procedures established by AAA ("Rules and Procedures"); (2) the arbitration shall be held at a location determined by AAA pursuant to the Rules and Procedures (provided that such location is reasonably convenient for you), or at such other location as may be mutually agreed upon by you and UL Research Institutes; (3) the arbitrator shall apply Illinois law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (4) there shall be no authority for any claims to be arbitrated on a class or representative basis; arbitration can decide only your and/or UL Research Institutes' individual claims; and the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (5) in the event that you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, UL Research Institutes will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (6) with the exception of subpart (4) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the Rules and Procedures established by AAA, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (4) is found to be invalid, unenforceable, or illegal, then the entirety of this Arbitration Provision shall be null and void, and neither you nor UL Research Institutes shall be entitled to arbitrate their dispute. For more information on AAA and its Rules and Procedures, you may visit the AAA website at http://www.adr.org.

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13. Miscellaneous

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b. Entire agreement

These Terms constitute the entire agreement between you and UL Research Institutes and governs your use of the Site, superseding any prior version of these Terms between you and UL Research Institutes with respect to the Site. You agree that, except as otherwise expressly provided in these Terms, there shall be no third-party beneficiaries to these Terms. The section titles in these Terms are for convenience only and have no legal or contractual effect.

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e. 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 Site or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

f. Waiver and severability of terms

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