

**ROYAL FLUSH FINANCIAL HOLDINGS, INC**  
**TERMS OF USE**

**TERMS OF USE**

Effective Date: January 1, 2018

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11. Arbitration. Except for actions to protect intellectual property rights and to enforce an arbitrator's decision hereunder, all disputes, controversies, or claims arising out of or relating to this Agreement or a breach thereof shall be submitted to and finally resolved by arbitration under the rules of the American Arbitration Association ("AAA") then in effect. There shall be one arbitrator, and such arbitrator shall be chosen by mutual agreement of the parties in accordance with AAA rules. The arbitration shall take place in New York, New York, USA, and may be conducted by telephone or online. The arbitrator shall apply the laws of the State of New York, USA to all issues in dispute. The controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The findings of the arbitrator shall be final and binding on the parties, and may be entered in any court of competent jurisdiction for enforcement. Enforcements of any award or judgment shall be governed by the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards. Should either party file an action contrary to this provision, the other party may recover attorney's fees and costs up to \$1000.00.

12. Jurisdiction And Venue. The courts of Westchester County in the State of New York, USA and the nearest U.S. District Court in the State of New York shall be the exclusive jurisdiction and venue for all legal proceedings that are not arbitrated under these Terms of Use.

13. Controlling Law. This Agreement shall be construed under the laws of the State of New York, USA, excluding rules regarding conflicts of law. The application the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.

14. Severability. If any provision of these terms is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of these terms, and these terms shall continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.

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>>Material Modifications<< Since January 1, 2018: none.