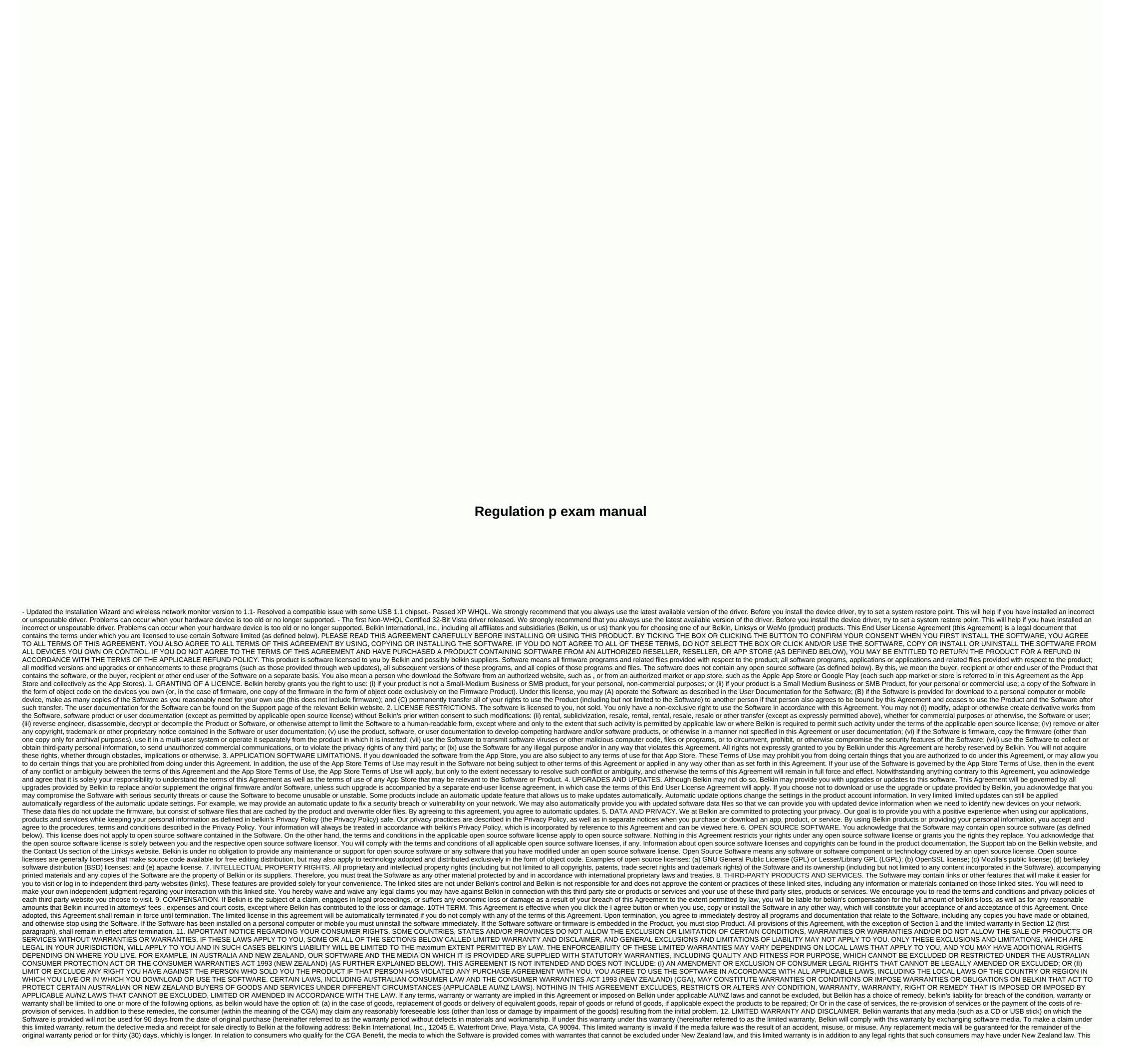
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The rights and obligations arising out of this Agreement may not be ceded and any attempted assignment shall be invalid and without effect. This Agreement shall bind and bind for the benefit of the Parties and their successors and authorised successors. In the event of any legal proceedings between the Parties arising out of or in connection with this Agreement, the winning party shall be entitled to reimbursement of its costs and expenses (including reasonable attorneys' fees and experts) incurred in such proceedings. If you are located in the United States of America, section 17:17. ARBITRATION, CLASS ARBITRATION WAIVER, APPLICABLE LAW & amp; VENUE apply to you. AND IN GENERAL. SUBJECT TO CLAUSE 17(D) BELOW, YOU AND BELKIN ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING THE VALIDITY OF THIS SECTION, AND (2) YOUR USE OF THE SOFTWARE AND/OR PRODUCTS UNDER THIS AGREEMENT (COLLECTIVELY, DISPUTE) WILL BE RESOLVED SOLELY AND ULTIMATELY BY BINDING ARBITRATION CONDUCTED BY JAMS, A NATIONALLY RECOGNIZED ARBITRATION BODY, IN ACCORDANCE WITH ITS CODE OF CONDUCT, WHICH IS THEN APPLICABLE TO DISPUTES INVOLVING THE CONSUMER. YOU ACKNOWLEDGE THAT WITHOUT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO DISPUTE THROUGH A JURY OR JUDGE AND THAT YOU HAVE EXPRESSLY AND KNOWINGLY WAIVED THESE RIGHTS AND INSTEAD AGREE TO RESOLVE ANY DISPUTES THROUGH BINDING ARBITRATION AND FEES. BEFORE BRINGING AN ACTION FOR ARBITRATION, ONE OF THE PARTIES SHALL FIRST INFORM THE OTHER PARTY TO TRY TO RESOLVE THE DISPUTE. IF THE DISPUTE IS NOT RESOLVED WITHIN 60 DAYS OF SUCH NOTIFICATION, ARBITRATION OF ANY DISPUTE OR CLAIM WILL BE CONDUCTED IN ACCORDANCE WITH THE APPLICABLE JAM RULES, WHICH ARE AMENDED BY THIS AGREEMENT. ARBITRATION WILL TAKE PLACE BEFORE A SINGLE ARBITRATOR, WHO MUST BE A RETIRED JUDGE OR A JUDGE, IN ONE OF THE VENUE BELOW. REGARDLESS OF WHETHER THE IN A DISPUTE, AS LONG AS YOUR CLAIM IS NOT FOUND TO BE A FRIVOLOUS ARBITRATOR, AS MEASURED BY RULE 11 (B) OF FEDERAL CIVIL PROCEDURE RULES, YOU WILL BE ENTITLED TO REIMBURSEMENT OF YOUR ARBITRATION COSTS, AT THE ARBITRATOR'S SOLE DISCRETION. IF THE ARBITRATION AWARD IS EQUAL TO OR GREATER THAN THE AMOUNT YOU HAVE REQUESTED IN YOUR ARBITRATION, BELKIN WILL PAY FOR YOUR REASONABLE AND ACTUAL ATTORNEYS' FEES THAT YOU HAVE INSOUGHT ON LITIGATION, PLUS A MINIMUM RECOVERY OF \$2,500. ANY DECISION OR AWARD BY THE ARBITRATOR ISSUED IN ARBITRATION IS FINAL AND BINDING ON EACH PARTY AND MAY BE ENTERED AS A DECISION BEFORE ANY COURT OF COMPETENT JURISDICTION. IF EITHER PARTY FILES A DISPUTE WITH A COURT OR OTHER NON-JUDGE FORUM, THE ARBITRATOR OR JUDGE MAY AWARD THE OTHER PARTY REASONABLE COSTS AND EXPENSES (INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES). INCURRED IN ENFORCING COMPLIANCE WITH THIS BINDING ARBITRATION PROVISION, INCLUDING THE STAY OR REJECTION OF SUCH DISPUTE. ANY ARBITRATION WILL BE CONFIDENTIAL AND NEITHER YOU NOR BELKIN NOR THE ARBITRATOR MAY DISCLOSE THE EXISTENCE, CONTENT OR RESULTS OF ANY ARBITRATION, EXCEPT AS REQUIRED BY LAW OR FOR THE PURPOSE OF EXERCISING OR REVOKING THE ARBITRATION AWARD. A DECISION ON AN ARBITRATION CLAUSE IS FOUND BY THE COURT TO BE INVALID OR INVALID, THE REMAINDER WILL STILL HAVE FULL VALIDITY AND EFFECT. WAIVER OF CLASS-WIDE RECEIVABLES; SMALL CLAIMS COURT. NEITHER YOU NOR BELKIN WILL BE ENTITLED TO JOIN ARBITRATION OR CONSOLIDATE CLAIMS IN ARBITRATION OR AGAINST OTHER CONSUMERS OR TO DECIDE ON ANY CLAIMS AS A REPRESENTATIVE OR CLASS MEMBER OR WITHIN A PRIVATE ATTORNEY GENERAL. YOU ACKNOWLEDGE THAT WITHOUT THIS PROVISION, YOU MAY HAVE THE RIGHT TO ADMISS TO A CLASS OR REPRESENTATIVE DISPUTE, AND THAT YOU HAVE EXPRESSLY AND KNOWINGLY WAIVED THESE RIGHTS AND INSTEAD AGREE TO DECIDE ONLY ON YOUR OWN DISPUTES IN ACCORDANCE WITH THE PROVISIONS OF THIS SECTION. NOTWITHSTANDING THE ARBITRATION AGREEMENT MENTIONED ABOVE, YOU AND BELKIN EACH ACKNOWLEDGE AND AGREE THAT EITHER PARTY MAY, AS AN ALTERNATIVE TO ARBITRATION, BRING AN INDIVIDUAL ACTION BEFORE THE SMALL CLAIMS COURT TO RESOLVE THE DISPUTE, UNLESS SUCH SMALL CLAIMS TO BE CONSOLIDATED OR CONSOLIDATED. (D) APPLICABLE LAW; RESTRAINING ORDER. 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WITH THE EXCEPTION OF INDIVIDUAL ACTIONS FOR SMALL CLAIMS COURT, WHERE ANY ARBITRATION, ACTION, ACTION OR PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR DISPUTE OR ANY DISPUTE IS PROPERLY INITIATED IN (1) NEW YORK, NEW YORK, NEW YORK, (2) ATLANTA, GEORGIA, (3) CHICAGO, ILLINOIS, (4) DALLAS, TEXAS, (5) SEATTLE, WASHINGTON OR (6) LOS ANGELES, CALIFORNIA AND YOU AND BELKIN EACH IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION AND VENUE OF SUCH PROCEEDINGS. HOWEVER, FOR A DISPUTE OF \$10,000 OR LESS, YOU CAN CHOOSE WHETHER ARBITRATION IN ANY OF THE SIX REGIONAL VENUES CONTINUES IN PERSON, BY PHONE, OR SOLELY ON THE BASIS OF FILINGS. If you are outside the United States or if you are not covered by Section 17 or otherwise unenforceable as decided by the competent court, section 18:18. APPLICABLE LAW applies to you. This Agreement shall be governed by California law, regardless of conflict of laws rules or conflict of laws principles of another jurisdiction. 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