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Additionally, you agree not to hold us liable for any damages related to issues beyond our control, including but not limited to, acts of God, war, terrorism, insurrection, riots, criminal activity, natural disasters, disruption of communications or infrastructure, labor shortages or disruptions (including unlawful strikes), shortages of materials, and any other events which are not within our control.

**INDEMNIFICATION**

Visitor agrees that in the event he causes damage to us or a third party as a result of or relating to the use of <http://FowlerDavis.com>, Visitor will indemnify us for, and, if applicable, defend us against, any claims for damages.

## **SUBMISSIONS**

Visitor agrees as a condition of viewing, that any communication between Visitor and Website is deemed a submission. All submissions, including portions thereof, graphics contained thereon, or any of the content of the submission, shall become the exclusive property of the Website and may be used, without further permission, for commercial use without additional consideration of any kind. Visitor agrees to only communicate that information to the Website, which it wishes to forever allow the Website to use in any manner as it sees fit. "Submissions" is also a provision of the Privacy Policy.

## **NOTICE**

No additional notice of any kind for any reason is required to be given to Visitor and Visitor expressly warrants an understanding that the right to notice is waived as a condition for permission to view or interact with the website.

## **DISPUTES**

As part of the consideration that the Website requires for viewing, using or interacting with this website, Visitor agrees to use binding arbitration for any claim, dispute, or controversy ("CLAIM") of any kind (whether in contract, tort or otherwise) arising out of or relating to this purchase, this product, including solicitation issues, privacy issues, and terms of use issues.

Arbitration shall be conducted pursuant to the rules of the American Arbitration Association which are in effect on the date a dispute is submitted to the American Arbitration Association. Information about the American Arbitration Association, its rules, and its forms are available from the American Arbitration Association, 335 Madison Avenue, Floor 10, New York, New York, 10017-4605. Hearing will take place in the city or county of the owner of <http://FowlerDavis.com>.

In no case shall the viewer, visitor, member, subscriber or customer have the right to go to court or have a jury trial. Viewer, visitor, member, subscriber or customer will not have the right to engage in pre-trial discovery except as provided in the rules; you will not have the right to participate as a representative or member of any class of claimants pertaining to any claim subject to arbitration; the arbitrator's decision will be final and binding with limited rights of appeal. The prevailing party shall be reimbursed by the other party for any and all costs associated with the dispute arbitration, including attorney fees, collection fees, investigation fees, travel expenses.

## **JURISDICTION AND VENUE**

If any matter concerning this purchase shall be brought before a court of law, pre- or post-arbitration, Viewer, visitor, member, subscriber or customer agrees to that the sole and proper jurisdiction to be the state and city declared in the contact information of the web owner unless otherwise here specified. In

the event that litigation is in a federal court, the proper court shall be the closest federal court to the owner of <http://FowlerDavis.com>'s address.

#### **APPLICABLE LAW**

Viewer, visitor, member, subscriber or customer agrees that the applicable law to be applied shall, in all cases, be that of the state of the owner of <http://FowlerDavis.com>, Alabama.

#### **CONTACT INFORMATION**

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