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You agree that any action at law or in equity (other than one in which preliminary or interim injunctive relief is sought) arising out of or relating to this Agreement shall be settled by arbitration to be held in King County, Washington, administered by the American Arbitration Association (the "AAA") in accordance with its Commercial Arbitration Rules, except as provided herein, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction over the matter. Nevertheless, nothing in this Agreement shall in any way limit your or our statutory rights and/or remedies, all of which are reserved and may be alleged in the arbitration process. Each party shall bear its own costs and expenses of arbitration. All forum fees and expenses, including the arbitrators' fees, shall be shared equally by the parties, and shall not be assessed against either party as part of an award.

In the event, and solely in such event, that arbitration of a dispute hereunder is prohibited by law, you agree that the action shall be filed, and that venue properly lies, only in courts located in King County, Washington, or the federal Washington District Court, and you hereby consent and submit to the personal jurisdiction of such courts.

You hereby acknowledge, understand, and agree that, whether a dispute is resolved by arbitration or by a court, you waive the right to have the dispute heard or decided by a jury.

You agree that any cause of action you may have arising out of or related to these terms of use must commence within one (1) year after the cause of action accrues; otherwise, such cause of action shall be permanently barred.

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These terms of use were last updated on or about June 5, 2020.