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DMCA Designated Agent  
Women Corporate Directors Foundation  
P.O. Box 7487  
West Palm Beach, FL 33405

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Any dispute, controversy or claim arising out of or in connection with this agreement that has not been resolved by the informal negotiations will be finally resolved by arbitration exclusively (i) administered by the International Center for Dispute Resolution (the “ICDR”) and (ii) under the Commercial Arbitration Rules of the ICDR, (the “ICDR Rules”). Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The number of arbitrators shall be one (1), unless the parties to a particular dispute subsequently agree in writing that a three arbitrators shall be appointed to resolve such particular dispute. All arbitrators shall be appointed exclusively in accordance with the ICDR Rules and this agreement. The place of arbitration shall be Tampa, Florida USA. The arbitration proceedings shall be conducted in English. Any award of the arbitral tribunal shall be final and binding on the parties to the arbitration and judgment thereon may be entered in any court of competent jurisdiction, and application may be made to any court of competent jurisdiction for injunctive or other relief in aid of such arbitration and for judicial recognition of the award and an order of enforcement. You and WCDF hereby waive any right to appeal from any award to the extent allowed by applicable law and agree that UN Convention on the Recognition and Enforcement of Foreign Arbitral Awards (the "New York Convention") is applicable to the enforcement of any award. You and WCDF further waive, to the extent permitted under applicable law, any right that they may have under any law applicable to this agreement or any party hereto to object to arbitration hereunder on the basis that such an agreement was not entered into after a dispute had arisen. The parties further agree that arbitration under this section will be the exclusive method for resolving the disputes covered hereby, and no party to this agreement shall commence any action or proceeding in any court with respect to any such dispute except (i) to enforce this section; (ii) to obtain provisional judicial assistance in aid of arbitration under this Section; (iii) to obtain injunctive relief (either permanent or temporary) in aid of any of the provisions of this agreement; or (iv) to enforce an arbitral award made in accordance with this section. Except as may be required by law, neither a party nor any arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all parties. Nothing in this section, or the remainder of this agreement, however, shall prevent WCDF from seeking immediate injunctive relief from a court of competent jurisdiction in the event WCDF determines that its intellectual property or confidential information is being placed at risk by the acts or omissions of You or any person for whom You are responsible or any third party.

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If any part of this agreement is invalid or unenforceable under applicable law, the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall govern such use. To the extent this remedy is not available and a provision of this Terms of Use is held to be illegal, invalid or unenforceable under present or future law effective during the term hereof, such provision shall be fully severable and this Terms of Use shall be construed and enforced as if such illegal, invalid or unenforceable provision never comprised a part hereof, and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom. Unless otherwise specified herein, these Terms of Use constitute the entire agreement between you and WCDF with respect to this site and supersedes all prior or contemporaneous communications and proposals (whether oral, written, or electronic) between you and WCDF with respect to this site.

General

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