Terms of Use

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20. Exclusions permitted by law. SOME JURISDICTIONS (BUT NOT NEW JERSEY) DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THE ABOVE LIMITATIONS IN SECTIONS 18 AND 19 WHICH ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND AMA’S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

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22. Term and Termination. These Terms of Use will take effect at the time you begin using the AMA websites. The AMA reserves the right, with or without notice, at any time and for any reason to deny you access to the AMA websites or to any portion thereof, and to terminate these Terms of Use. These Terms of Use will terminate automatically if you fail to comply with or violate them. You may terminate these Terms of Use at any time by ceasing to use the AMA website, but all applicable provisions of these Terms of Use will survive such termination. Upon termination, you must destroy all
copies of any portion of the AMA websites, including any AMA Content, in your possession.

23. **Arbitration; Venue.** Any controversy or claim ("Claim") you have arising out of or relating to these i) Terms of Use, ii) Additional Terms and Conditions, iii) the AMA websites, and iv) any products and services accessed or purchased through the AMA websites shall be resolved by a single impartial arbitrator pursuant to proceedings administered by the American Arbitration Association under its rules for resolution of commercial disputes. Any such Claim shall be brought, in any arbitration or other legal proceeding, solely by you as an individual and not as part of, or as a representative of, a class. The arbitration shall be held in Chicago, Illinois. All submissions to the arbitrator, the proceedings and the award shall be confidential. The arbitration shall be conducted on an expedited basis with minimal discovery. The arbitrator’s award shall be final and binding. The courts of the State of Illinois and/or the United States District Court for the Northern District of Illinois shall have exclusive jurisdiction and venue over (a) any action concerning the enforcement of an arbitration award, or (b) if arbitration is not permitted by law, then any Claim you have arising out of or relating to these Terms of Use. You agree to unconditionally and irrevocably submit to the exclusive jurisdiction and venue of such courts and you will not object to such jurisdiction and venue on the grounds of lack of personal jurisdiction, inconvenient forum or otherwise. EACH PARTY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING. The AMA reserves all rights and remedies available to it in law or equity.

Neither party consents or agrees to any arbitration on a class or representative basis, and the arbitrator shall have no authority to proceed with an arbitration on a class or representative basis. No arbitration will be consolidated with any other arbitration proceeding without the consent of all parties. Any claim or controversy as to the enforceability of this arbitration provision’s restriction on your right to participate in or pursue a class action or classwide arbitration shall be brought only in the United States District Court for the Northern District of Illinois or any State of Illinois court located in Cook County, Illinois.

24. **Governing Law.** These Terms of Use and all matters regarding your use of the AMA websites shall be governed by, construed in accordance with, and enforced under the laws of the State of Illinois applicable to contracts made and executed and wholly performed in the State of Illinois, without regard to choice of law principles. Neither the Uniform Computer Information Transaction Act nor the United Nations Convention on Contracts for International Sale of Goods applies and their applicability is expressly excluded. Printed copies of any and all agreements and/or notices in electronic form shall be admissible in any legal, investigative or regulatory proceedings.

25. **Waiver and Severability.** The failure of the AMA to exercise or enforce any right or provision in these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be enforced to the fullest extent of the law, and all other provisions shall remain in full
force and effect.

26. **Complete Agreement.** These Terms of Use, together with any revisions, any Additional Terms and Conditions incorporated by reference, and any Click-through Agreement, constitutes the entire agreement between you and the AMA relating to the AMA websites and its use by you, and supersedes any previous written or oral communication regarding use of the AMA websites.

27. **Contact Information.** If you have any questions or concerns regarding these Terms of Use or the AMA websites, please visit our "Contact Us" page.

28. **Statute of Limitations.** Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to your use of the AMA websites must be filed by you within one (1) year after such claim or cause of action arose or be forever barred.

29. **Use of AMA websites and AMA Content outside of the United States.** The AMA makes no claims regarding access or use of the AMA websites or the AMA Content outside of the United States. If you use or access the AMA websites or the AMA Content outside of the United States, you do so at your own risk and are responsible for compliance with the laws and regulations of those governing jurisdictions in addition to these Terms of Use.

*Revised April 2020*