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If a dispute arises relating to the parties hereto which cannot be resolved by good-faith negotiations,
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and resolve our dispute by submitting the controversy to binding arbitration in accordance with the
commercial rules of the American Arbitration Association (“AAA”), except that all parties shall be entitled to
all discovery rights allowed under the Federal Rules of Civil Procedure as those rules exist in the United States
District Court for the District of Arizona. In the event arbitration is necessary, the prevailing party shall be
entitled to recover costs and expenses of the arbitration, including, but not limited to, attorney’s fees and
costs of administration of the arbitration proceedings, and any costs and attorneys’ fees incurred in executing
on or enforcing the arbitration award. The county where the services are provided shall be the sole and
exclusive place for jurisdiction and venue for resolution of any dispute between the parties hereto.

7. GOVERNING LAW

These Terms of Use and your use of the Service (and all non-contractual relationships arising out of or
connected to it) shall be governed by and construed in accordance with the laws of the State of Arizona,
United States.

8. PRIVACY POLICY

Your privacy is very important to us. Accordingly, we have developed this Policy in order for you to
understand how we collect, use, communicate and disclose and make use of personal information. We are
committed to conducting our business in accordance with these principles in order to ensure that the
confidentiality of personal information is protected and maintained. The following outlines our privacy
policy.

8.1 Before or at the time of collecting personal information, we will identify the purposes for
which information is being collected.

8.2 We will collect and use of personal information solely with the objective of fulfilling those
purposes specified by us and for other compatible purposes, unless we obtain the consent of the individual
concerned or as required by law.

8.3 We will only retain personal information as long as necessary for the fulfillment of those
purposes.

8.4 We will collect personal information by lawful and fair means and, where appropriate, with
the knowledge or consent of the individual concerned.

8.5 Personal data should be relevant to the purposes for which it is to be used, and, to the
extent necessary for those purposes, should be accurate, complete, and up-to-date.

8.6 We will protect personal information by reasonable security safeguards against loss or theft,
as well as unauthorized access, disclosure, copying, use or modification.

8.7 We will make readily available to customers information about our policies and practices
relating to the management of personal information.

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