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This Agreement includes a class action waiver and an arbitration provision that governs any disputes between you and Intentionalist.

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- create or threaten harm to any person or loss or damage to property;
- include others’ Personal Information, such as their address, phone number, email address, social security number, financial information, or any other information that may be used to track, contact, or impersonate that individual;
- infringe any patent, trademark, trade secret, copyright, contract or other intellectual property or other proprietary rights of Intentionalist or any other person;
- seek to harm or exploit children by exposing them to inappropriate content, asking for Personal Information or otherwise;
- misrepresent your identity or affiliation with any person or organization, including Intentionalist;
- seek to collect others’ email addresses, usernames, or passwords by any means for any purpose;
- seek to transmit chain letters, bulk or junk email, whether automated or not, or to interfere with, disrupt or create an undue burden on Intentionalist or the networks or services connected to the Site, or to install or attempt to install or promote spyware, malware or other computer code on our computers or equipment or the computers or equipment of third parties;
- relate to commercial activities such as contests, sweepstakes, or other sales promotions, barter, advertising or offers of sale or purchase of goods and services; or
- be otherwise objectionable or non-family-friendly as determined by Intentionalist at our sole discretion.

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Class Action Waiver. YOU HEREBY WAIVE ANY RIGHT TO COMMENCE OR PARTICIPATE IN ANY CLASS ACTION LAWSUIT AGAINST INTENTIONALIST RELATED TO ANY CLAIM, DISPUTE OR CONTROVERSY, AND, WHERE APPLICABLE, YOU HEREBY AGREE TO OPT OUT OF ANY CLASS PROCEEDING AGAINST INTENTIONALIST OTHERWISE COMMENCED.

Arbitration Agreement. Please read this section carefully. It affects rights that you may otherwise have. It provides for resolution of most disputes through arbitration instead of court trials and class actions.

Note: This Arbitration Agreement applies only to users in the United States.

YOU AND INTENTIONALIST AGREE TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT, SUCH AS ACCESS TO DISCOVERY, ALSO MAY BE UNAVAILABLE OR LIMITED IN ARBITRATION.

Any claim or dispute arising from or relating to these Terms and their interpretation or to the breach, termination or validity thereof, or to the relationships that result from these Terms, including disputes about the validity, scope or enforceability of this arbitration provision (collectively, “Covered Disputes”) will be settled exclusively by binding, individual arbitration, rather than in court, to be held in Seattle, Washington, or another location mutually agreeable to the parties. The arbitration will be conducted by the American Arbitration Association (“AAA”) under its rules and procedures. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. Alternatively, you may assert your claims in small claims court if your claims qualify and so long as the matter remains in such court and advances only on an individual (nonclass, nonrepresentative) basis.

Prior to initiating any arbitration, the initiating party will give the other party at least 60 days' advanced written notice of its intent to file for arbitration. Intentionalist will provide such notice by email to your email address on file with us, and you must provide such notice by email to [email]. During such 60-day notice period, the parties will endeavor to settle amicably by mutual
discussions any Covered Disputes. Failing such amicable settlement and expiration of the notice period, either party may initiate arbitration.

The arbitrator will have the power to grant whatever relief would be available in court under law or in equity, and any award of the arbitrator(s) will be final and binding on each of the parties. Judgment upon the award rendered by an arbitrator may be entered in any court of competent jurisdiction. Notwithstanding the foregoing obligation to arbitrate disputes, each party shall have the right to pursue injunctive or other equitable relief at any time, from any court of competent jurisdiction. Arbitrator will apply applicable law and the provisions of these Terms, and the failure to do so will be deemed an excess of arbitral authority and grounds for judicial review. Neither Intentionalist nor you are entitled to arbitrate any Covered Dispute as a class, representative or private attorney action, and the arbitrator(s) will have no authority to proceed on a class, representative or private attorney general basis. If any provision of the agreement to arbitrate in this section is found illegal or unenforceable, the remaining arbitration terms shall continue to be fully valid, binding, and enforceable (but in no case will there be a class, representative or private attorney general arbitration). These Terms and related transactions will be subject to and governed by the Federal Arbitration Act, 9 U.S.C. sec. 1-16 (FAA) and, where otherwise applicable, by the laws of the State of Washington.

**Modification of Terms of Use.** We are constantly trying to improve our Site, so these Terms may need to change along with the Site. We reserve the right to modify these Terms at any time by updating this posting without notice. All changes are effective immediately when posted and apply to all access to and use of the Site. If you use the Site in any way after a change to the Terms is effective, that means you agree to all of the changes.

**Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.