



## **TERMS & CONDITIONS OF USE**

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Any dispute arising under or related to these Terms, the Site, or the Services (including the arbitrability of such a dispute and the existence, validity, interpretation, performance, termination or breach thereof) shall be finally settled by binding arbitration by a single arbitrator in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association (“AAA”), with the arbitration to be commenced no later than one (1) year after such Claim accrues (in absence of which it shall be deemed forever waived). A judgment upon an arbitrator’s award may be entered by any court of competent jurisdiction. The arbitrator shall be an expert in the field of Internet services. To the extent permitted by applicable law, you agree that there shall be no class action arbitration related to these Terms, the Site, or the Services. All parties shall bear their own expenses, except that the parties shall equally share the expenses of the arbitrator (except for the required non-refundable filing fees which shall be paid solely by the party asserting the related Claim). The above obligations to arbitrate shall not: (i) apply to violations of the Restrictions on Use of PLAYER MAP Materials contained above; or (iii) prevent a party from seeking a preliminary injunction, temporary restraining order, specific performance or other procedures in a court of competent jurisdiction to obtain interim relief when deemed necessary by such court to preserve the status quo or prevent irreparable injury pending resolution by arbitration of the actual dispute. Exclusive jurisdiction and venue for arbitration or any other legal action or proceeding in any way related to the Site, the Services, or these Terms shall be in Milwaukee, Wisconsin. Any matter brought before a court shall be brought solely in the state or federal courts located in Milwaukee, Wisconsin. The parties hereby waive their right to a jury trial.

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