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If any provision of these Terms of Use is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. No waiver of any of these Terms of Use shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

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13. Waiver of Jury Trial; Remedies

You hereby acknowledge and agree that any controversy which may arise under this Agreement is likely to involve complicated and difficult issues and, therefore, you irrevocably and unconditionally waive any right you may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby. The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

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(a) If MAZELTOV.COM and you cannot reach a mutually agreeable settlement through conciliation, they agree that any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled solely and exclusively by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“AAA”), as modified herein.

(b) Each demand for arbitration shall describe the claim and relief sought. Disputes will be heard and determined by a panel of three arbitrators who each are experienced and knowledgeable in the practices generally of the publishing industry, and at least one of the arbitrators will be an attorney. One arbitrator will be appointed by each party to serve on the panel. The two arbitrators will appoint one neutral arbitrator. If the two arbitrators selected cannot agree on the appointment of the third arbitrator within 20 days of their appointment, or if either party shall fail to appoint its arbitrator within 20 days after receipt of notice of demand for arbitration, such arbitrator(s) not appointed shall be selected and appointed by the AAA upon application of either party. Unless the parties agree otherwise, the place of arbitration shall be Los Angeles County, California.

(c) Upon any award of the majority of the arbitrators shall be final, binding and conclusive and may be entered upon the motion of either party in any court having jurisdiction thereof or having jurisdiction over one or more of the parties or their assets. The award of the arbitrators may grant any relief that might be granted by a court of competent jurisdiction. Either party, before or during any arbitration, may apply to a court of competent jurisdiction for equitable relief where such relief is necessary to protect its interests pending completion of the arbitration.

(d) The fees of the arbitrators shall be borne by mazeltov.com and you in equal shares.

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