

# Conditions of Use

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## **PRIVACY**

Please review our Privacy Policy, which also governs your use of City Services, to understand our practices.

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#### **RISK OF LOSS**

All items purchased from City are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to you upon our delivery to the courier, postal carrier or delivery service.

#### **RETURNS, REFUNDS AND TITLE**

City does not take title to returned items until the item arrives at our fulfillment center. At our discretion, a refund may be issued without requiring a return. In this situation, City does not take title to the refunded item.

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City attempts to be as accurate as possible in the description of City Services, products and affiliate products. However, City does not warrant that product descriptions or other content of any City Service set forth on its website is accurate, complete, reliable, current, or error-free. The terms of your MSA, Service Agreement and accepted Service Request set forth the description of City Services provided to you. Unless otherwise provided in your MSA or Service Agreement, if a product offered by City itself (and not one of its merchants or vendors under contract directly with you) is not as described, your sole remedy is to return it in unused condition.

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Any dispute or claim relating in any way to your use of any City Service, or to any products or services sold or distributed by City or through CityHosted.com, CityCare.com or CityCommunications.com will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to this agreement.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of these Conditions of Use as a court would.

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent John Casas, 21001 N. Tatum Blvd, Suite 1630-447, Phoenix, AZ 85050. The arbitration will be conducted by the American Arbitration Association (AAA) under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. The AAA's rules are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location.

We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration we each waive any right to a jury trial. We also both agree that you or we may bring suit in court to enjoin infringement or other

misuse of intellectual property rights since damages would be an inadequate remedy.

### **APPLICABLE LAW**

By using any City Service, you agree that the Federal Arbitration Act, applicable federal law, and the laws of the state of Arizona, without regard to principles of conflict of laws, will govern these Conditions of Use and any dispute of any sort that might arise between you and City.

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### **OUR ADDRESS**

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