

GastroEast.com

Terms of Use Agreement

March 12, 2009

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21. Payments.

You represent and warrant that if you are purchasing something from us or from Merchants that (i) any credit information you supply is true and complete, (ii) charges incurred by you will be honored by your credit card company, and (iii) you will pay the charges incurred by you at the posted prices, including any applicable taxes.

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This Agreement and all incorporated agreements and your information may be automatically assigned by us in our sole discretion to a third party in the event of an acquisition, sale or merger. Should any part of this Agreement be held invalid or unenforceable, that portion shall be construed consistent with applicable law and the remaining portions shall remain in full force and effect. To the extent that anything in or associated with the Site is in conflict or inconsistent with this Agreement, this Agreement shall take precedence. Our failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision nor of our right to enforce such provision. Our rights under this Agreement shall survive any termination of this Agreement.

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Any legal controversy or legal claim arising out of or relating to this Agreement or our services, excluding legal action taken by us to collect or recover damages for, or obtain any injunction relating to, Site operations, intellectual property and our services, shall be settled solely by binding arbitration in accordance with the commercial arbitration rules of JAMS (<http://www.jamsadr.com>). Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in Louisville, Kentucky, (or in the city nearest Louisville, Kentucky where JAMS operates) and judgment on the arbitration award may be entered into any court having jurisdiction thereof. Either you or us may seek any interim or preliminary relief from a court of competent jurisdiction in Louisville, Kentucky necessary to protect the rights or property of you and us pending the completion of arbitration. The complaining party shall bear all of the arbitration fees and costs incurred through JAMS.