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- Incite or encourage illegal activity;
- Use explicit/obscene language or solicit/post sexually explicit images (actual or simulated);
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18 LIMITATION OF LIABILITY AND DAMAGES

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22 MISCELLANEOUS

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Upon expiration or termination of the Terms, any provision which logically, by its nature, or by express terms should survive, will survive such termination or expiration, including, but not limited to, sections regarding proprietary rights, disclaimer of warranties, representations made by You, indemnities, limitations of liability and damages, and governing law and jurisdiction, and all general provisions shall survive any termination or expiration of these Terms.

22.4 Severability

If any provision of the Terms and related Guidelines is held to be unlawful, void, or for any reason unenforceable, then that provision will be limited or eliminated from the Terms to the minimum extent necessary and will not affect the validity and enforceability of any remaining provisions.

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22.6 Headings

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22.7 Entire Agreement

This is the entire agreement between You and OCG relating to the subject matter herein and will not be modified except in writing, signed by both parties by hand, or by a change to these Terms made by OCG as set forth in sections 2 and 3 above.

22.8 Claims

YOU AND OCG AGREE THAT ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THESE TERMS OR ANY OCG PLATFORM, SERVICE, OR CONTENT, EXCEPT FOR OCG'S RIGHTS TO SEEK INDEMNIFICATION, DEFENSE, AND TO BE HELD HARMLESS, MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED. YOU ARE, HOWEVER, REFERRED TO SECTION 20.2, REGARDING YOUR REMEDIES.

22.9 Dispute Resolution

If a dispute arises between You and OCG, we would like to achieve a neutral and cost effective means of resolving disputes quickly. Except as set forth otherwise in these Terms, You and OCG agree to resolve any claim or controversy at law ("Claim"), and although You have waived Your right to seek equitable or injunctive relief, should You attempt to pursue such relief in contravention of Your agreement not to, You will seek to resolve any claim or controversy at equity, that arises out of Your use of any OCG Platform, Service, Content, or these Terms in

accordance with one of the subsections below or as OCG and You otherwise agree in writing, signed by hand, on paper. Before resorting to these alternatives, we strongly encourage You to first contact us directly to seek a resolution by contacting us. We will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation.

- **Law and Forum for Legal Disputes** - This Agreement (the Terms) shall be governed in all respects by the laws of the State of Connecticut and controlling U.S. federal law, without regard to conflict of law provisions. You agree that any Claim or dispute You may have against OCG, or OCG may have against You, must be resolved exclusively by a state or federal court located in Fairfield County, Connecticut, except as otherwise agreed by the parties or as described in the Arbitration Option paragraph below. You agree to submit to the personal jurisdiction of the courts (and arbitrators) located within Fairfield, Connecticut for the purpose of litigating all such claims or disputes.
- **Arbitration Option** – Although Section 20.2 regarding Your remedies governs, for any claim (excluding claims by OCG for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000, the party requesting relief may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. In the event a party elects arbitration, they shall initiate such arbitration through an established alternative dispute resolution ("ADR") provider mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules: (a) the arbitration shall be conducted by telephone, online, and/or solely based on written submissions, the specific manner shall be chosen by the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and (c) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. If we are unable to agree upon an ADR provider then the default ADR provider shall be the American Arbitration Association, JAMS, or Judicate EAST, as decided by the party submitting the claim for arbitration.
- **Improperly Filed Claims** - All claims You bring against OCG must be resolved in accordance with this Legal Disputes Section. All claims filed or brought contrary to this Dispute Resolution Section shall be considered improperly filed. Should You file a claim contrary to this Dispute Resolution Section, OCG may recover attorneys' fees and costs up to \$1,000, provided that OCG has notified You of the improperly filed claim, and You have failed to promptly withdraw the claim.

22.10 Class Actions

You expressly waive the right and agree not to bring or participate in any class action or joinder or consolidation of claims with respect to any dispute under or relating to this Agreement, including in any arbitration.

22.11 Advertisements in documents

Neither advertisements in or among documents, Content, a OCG Platform, nor their placement are intended to suggest the author or member who posted said Content, or any entity or person mentioned in the Content, is in any way associated with, endorses, or approves the advertisement or advertiser. The advertisement was inserted between document pages automatically.