

# Terms of Service

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## Terms of Service

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Claims shall be heard by a single arbitrator. The place of arbitration shall be South Dakota. The arbitration will be based on the submission of documents and there shall be no in-person or oral hearing. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual

damages, except as may be required by statute. The arbitrator(s) shall not award consequential damages in any arbitration initiated under this section. Any award in an arbitration initiated under this clause shall be limited to monetary damages and shall include no injunction or direction to any party other than the direction to pay a monetary amount. The arbitrator(s) may award to the prevailing party, if any, as determined by the arbitrators, all of their costs and fees. "Costs and fees" mean all reasonable pre-award expenses of the arbitration, including the arbitrators' fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees, and attorneys' fees. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

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