Terms of Service Natural Log eOrder System

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If you do not agree, your only recourse is to stop using Natural Log eOrder.

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Any dispute or claim relating in any way to your use of any NBSI Service, or to any products or services sold or distributed by NBSI or through Natural Log eOrder 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. The location of such arbitration shall be in Bexar County, Texas.

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 us at 10431 Gulfdale, San ANTONIO, TX 78216. 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 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.

APPLICABLE LAW

By using the Natural Log eOrder service, you agree that the Federal Arbitration Act, applicable federal law, and the laws of the state of Texas, 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 NBSI.

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OUR ADDRESS

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