FEDERATED DATA LICENSE INSTRUCTIONS

1. Fill in the grey highlighted terms in the below license. Explanations and examples of terms can be found at the end of this document in the [Appendix](#Appendix).
2. Open the print menu and choose pages 2-13.
3. Print to PDF or Save as PDF.

*This material is provided for informational purposes only. The provision of this material does not create an attorney-client relationship and does not constitute legal advice. Legal advice must be tailored to the specific circumstances of each case, and the contents of this License are not a substitute for legal counsel. Do not take action in reliance on the contents of this material without seeking the advice of counsel.*

FEDERATED DATA LICENSE

***Last Updated:*** ***[Insert date terms are posted]***

[Optional: Insert brief vision statement]

[Company name] (“***Licensor***,” “***we***,” or “***us***”) makes available certain data in the form of Federated Linked Data for use and distribution by Federated Platforms.

These Terms of Use (“***Terms***”) constitute a contract between and among, Licensor as the licensor of certain FLD, and you (“***You***” or “***Your***”) in your role as a Provider, Consumer, Distributor, or User (all defined below). **By clicking** **[“I Accept”] or by using our FLD, You agree to these Terms, including the mandatory arbitration provision and class action waiver in Section 15.** **If You do not agree to these Terms, do not use our FLD. The rights hereunder are granted in consideration of Your acceptance of these terms and conditions, and we grant You such rights in consideration of fees paid and benefits You receive from using or making our FLD available under these Terms. Wherever a singular expression is used in these Terms, that expression is considered as including the plural or the body corporate where required by the context.**

If You have any questions about these Terms or our FLD, please contact us at [TOU contact information].

# Definitions

## “***Adaptation***” means a work based upon or derived from FLD such as a translation, modification, adaptation, derivative work, combination with other content, or any other form in which the FLD may be recast, transformed, or adapted including in any form recognizably derived from the original, except that FLD that constitutes a Collection will not be considered an Adaptation for the purpose of this License.

## “***Collection***” means a collection of FLD which, by reason of the selection and arrangement of their contents, constitutes an intellectual creation in which our FLD is included in its entirety in unmodified form and gathered with FLD provided by others using a Federated Platform, each constituting separate and independent FLD in themselves, which together are assembled into a collective whole.

## “***Compatible License***” means the Creative Commons Zero, Creative Commons Attribution-Share Alike, or any other license we approve for use with our FLD.

## “***Consumer***” means any person or organization that accesses our FLD within the Federated Platform other than us.

## “***Distribute***” and “***Distribution***” means to make available to the public or to any other person our FLD or Adaptation whether through sale, license, online access, or any other means.

## “***Distributor***” means, with respect to any portion of our FLD, a Consumer that has requested and been granted by us the right to Distribute such FLD and agreed to pay any associated fees for such right.

## “***Federated Linked Data***” or “***FLD***” means structured data made available by use of a Federated Platform.

## “***Federated Platform***” means a networked platform for accessing and sharing data across a decentralized collection of data sources interconnected through the use of APIs and software systems that provides a methodology to interlink FLD with other datasets as well as authenticate and track the origination and modification of FLD by known entities.

## “***License***” means each of the licenses described in Sections 2, 3, and 4 of these Terms.

## “***Model***” means any machine-learning or artificial-intelligence based algorithm or assembly thereof that, in combination with different techniques, may be used to obtain certain analytical results such as insights on data patterns, predictions on future trends, or more abstract results.

## “***Original Author***” means the individual, individuals, entity, or entities who created a particular item of FLD, or if no individual or entity can be identified, the publisher.

## “***Output***” means the results of applying a Trained Model to data as embodied in informational content resulting therefrom.

## “***Provider***” means, a provider or operator of a Federated Platform.

## “***Tokenized Data***” means data that has been broken into small chunks (paragraphs, sentences, words) in order to be used in developing and/or training a Model.

## “***Trained Model***” means a Model that is trained on elements of the FLD (whether alone or in combination with other data) such that its weights, parameters, and architecture embody insights from the FLD.

## “***User***” means any Consumer, Distributor or user of our FLD.

# Provider License

## When acting as a Provider, You agree to the terms and restrictions of this Section 2.

## Our FLD is tagged with attribution to us as the Licensor as defined by <https://grcschema.org/contributor>. Such attribution may not be removed or modified.

## If You are a Provider, we grant You and Your legal successors a worldwide, irrevocable, royalty-free (unless otherwise agreed), non-exclusive, perpetual license to store, archive, parse, modify, reproduce, Distribute, create derivative works of, and perform our FLD as necessary to provide the Federated Platform to other Users, including improving the Federated Platform over time. This license includes the right to copy our FLD to Your database and make backups, parse it into a search index or otherwise analyze it on our servers, or share it with other Users.

## We grant the following rights to You as a Provider with respect to Your machine learning, artificial intelligence, and natural language processing Models:

### To use our FLD to develop or improve Your Models;

### To use our FLD as training data to create Your Trained Models and evaluate the efficiency of Your Models;

### To make available to third parties Your Models resulting from our research;

### To make the Output available to third parties or to use it for their benefit, including, but not limited to, the right to commercialize Your Models; and,

### To create Tokenized Data from our FLD for the purposes set forth in this Section 2(d) and to do so without requiring attribution with respect to the source of such Tokenized Data.

# Consumer License

## When acting as a Consumer, You agree to the terms and restrictions of this Section 3. Subject to these Terms and the payment of any royalties we’ve specified, we hereby grant to You as a Consumer a worldwide, non-exclusive, perpetual license to:

### reproduce our FLD, incorporate such FLD into Collections, and reproduce such FLD as incorporated in the Collections; and

### create and reproduce Adaptations provided that any such Adaptation, including any translation in any medium, takes reasonable steps to clearly label, demarcate or otherwise identify any changes that were made to the original FLD. For example, a translation could be marked “The original FLD was translated from English to Spanish,” or a modification could indicate “The original FLD has been modified to [•].”

The above rights may be exercised in all media and formats whether now known or hereafter devised. The above rights include the right to make such modifications as are technically necessary to exercise the rights in other media and formats.

## Subject to these Terms and the payment of any royalties specified by us as the Licensor, we grant to each Consumer the following rights with respect to machine learning, artificial intelligence, and natural language processing:

### To use our FLD to develop or improve Models, but without the right to use or Distribute the Model, Output, or resulting Trained Model for any purpose other than research and related publications;

### To use our FLD as training data to create Trained Models and evaluate the efficiency of different Models;

### To make available to third parties the Models resulting from a Consumer’s research; provided, however, that third parties accessing such Trained Models have the right to use them only for their research or publication purposes;

### To make the Output of Consumer’s Trained Models available to third parties or to use it for their benefit, including, but not limited to, the right to commercialize Models; and,

### To create Tokenized Data from our FLD for the purposes set forth in this Section 3(b) and to do so without requiring attribution with respect to the source of such Tokenized Data.

## The licenses granted to Consumers pursuant to this Section 3 are expressly made subject to and limited by the following restrictions:

### You may not sublicense our FLD;

### Unless otherwise agreed to in writing by us, as the Licensor, or as may be otherwise permitted by applicable law, You may only reproduce or publicly perform our FLD either by itself or as part of an Adaptation or Collection, and You must not distort, mutilate, modify or take other derogatory action in relation to our FLD that would be prejudicial to the Original Author’s honor or reputation. We agree that in those jurisdictions (e.g. Japan), in which any exercise of the right granted in Section 4(b) of this License (the right to make Adaptations) would be deemed to be a distortion, mutilation, modification or other derogatory action prejudicial to the Original Author’s honor and reputation, we hereby waive and will not assert, as appropriate, this Section 3, to the fullest extent permitted by the applicable national law, to enable You to reasonably exercise Your right to make Adaptations under this License but not otherwise.

### You will comply with any attribution and usage requirements, including by indicating any attribution requirements clearly. Your obligation set forth in this Section 3(c)(iii) will not apply to Your use of our FLD as Tokenized Data or as incorporated into a Trained Model.

# Distributor License

## When acting as a Distributor, You agree to the terms and restrictions of this Section 4.

## Subject to these Terms and the payment of any royalties and distribution fees specified by us, we hereby grant You as a Distributor of our FLD a worldwide, non-exclusive, perpetual, nontransferable license with respect to any of our FLD for which applicable distribution fees were paid to:

### Distribute such FLD;

### create and Distribute Adaptations of such FLD including as incorporated in Collections;

### reproduce copies of such FLD solely for the purpose of such Distribution;

### display portions of such FLD solely for the purpose of marketing and promoting the FLD, subject to such restrictions and limitations as may from time to time be imposed by us; and,

### such other rights in our FLD as may be specified in any applicable distribution agreement or license terms provided with the FLD.

The above rights may be exercised in all media and formats whether now known or hereafter devised. The above rights include the right to make such modifications as are technically necessary to exercise the rights in other media and formats.

## The licenses granted pursuant to this Section 4 are expressly made subject to and limited by the following restrictions:

### Any Distribution of our FLD licensed under Section 4 made pursuant to these Terms must include a copy of, or the Uniform Resource Identifier (“***URI***”) for these Terms with every copy. As a Distributor, You may not:

#### offer or impose any terms on the FLD that restrict these Terms or the ability of the recipient of the FLD to exercise the rights granted to that recipient under the terms of the License, or

#### impose any technological measures on the FLD that restrict the ability of a recipient of the FLD to exercise the rights granted to that recipient under the terms of this License.

### This Section 4 applies to our FLD that is incorporated in a Collection, but the presence of our FLD in a Collection does not require the Collection itself to be made subject to the terms of this License.

### If you Distribute or publicly perform our FLD, any Adaptations, or Collections, You must, unless a request has been made and granted pursuant to this Section 4, keep intact all copyright notices for the FLD and provide, in a manner reasonable to the medium or means Consumers are utilizing: (1) the name of the Original Author (or pseudonym, if applicable) if supplied, and/or if the Original Author and/or we designate another party or parties (e.g., a sponsor institute, publishing entity, journal) for attribution (“***Attribution Parties***”) in the copyright notice, terms of service or by other reasonable means, the name of such party or parties; (2) the title of the FLD if supplied; (3) to the extent reasonably practicable, the URI, if any, associated with the FLD, unless such URI does not refer to the copyright notice or licensing information for the FLD; and (4) consistent with Section 4(b), in the case of an Adaptation, a credit identifying the use of the FLD in the Adaptation (e.g., “French translation of the FLD by Original Author,” or “Screenplay based on original FLD by Original Author”). The credit required by this Section may be implemented in any reasonable manner; provided, however, that in the case of an Adaptation or Collection, at a minimum such credit will appear in a manner at least as prominent as the credits for the other contributing authors. For the avoidance of doubt, You may use the credit required by this Section only for the purpose of attribution in the manner set out above and, by exercising the rights under this License as a Distributor, You may not implicitly or explicitly assert or imply any connection with, sponsorship, or endorsement by us as the Licensor, or the Original Author and/or Attribution Parties, as appropriate, of Your use of our FLD, without the separate, express prior written permission of such party.

### You may Distribute our FLD together with non-FLD data only if such non-FLD data is in the public domain or is available under a Compatible License; and

### You may Distribute our FLD only to end users without any right to redistribute such FLD.

# License Schemes

## **Non-waivable Compulsory License Schemes**. In those jurisdictions in which the right to collect royalties through any statutory or compulsory licensing scheme cannot be waived, we reserve the exclusive right to collect such royalties for any exercise by You of the rights granted under this License.

## **Waivable Compulsory License Schemes**. In those jurisdictions in which the right to collect royalties through any statutory or compulsory licensing scheme can be waived, we waive the exclusive right to collect such royalties for any exercise by You of the rights granted under this License.

## **Voluntary License Schemes**. We waive the right to collect royalties, whether individually or, in the event that we are a member of a collecting society that administers voluntary licensing schemes, via that society, from any exercise by Consumers of the rights granted under this License.

## The above rights may be exercised in all media and formats whether now known or hereafter devised. The above rights include the right to make such modifications as are technically necessary to exercise the rights in other media and formats.

# Representations, Warranties and Disclaimer.

Except as otherwise set forth in these Terms, we offer our FLD as-is and make no representations or warranties of any kind concerning our FLD, express, implied, statutory or otherwise, including, without limitation, warranties of title, merchantability, fitness for a particular purpose, noninfringement, or the absence of latent or other defects, accuracy, or the presence of absence of errors, whether or not discoverable. Some jurisdictions do not allow the exclusion of implied warranties, so such exclusion may not apply to You.

# Termination

## Each License and the rights granted hereunder will terminate automatically upon any breach by You of these Terms or any License. Individuals or entities who have received Adaptations or Collections from Consumers under any License, however, will not have their licenses terminated provided such individuals or entities remain in full compliance with those licenses.

## We may terminate Your rights under these Terms and the Licenses in their entirety if You materially breach a provision of these Terms and fail to cure such breach within thirty (30) days after receiving written notice of such breach. Individuals or entities who have received Adaptations or Collections from Consumers under any License, however, will not have their licenses terminated provided such individuals or entities remain in full compliance with those licenses.

## We reserve the right to release our FLD under different license terms or to stop distributing our FLD at any time; provided, however that any such election will not serve to withdraw any License (or any other license that has been, or is required to be, granted under the terms of such License), and such License will continue in full force and effect unless terminated as stated above.

# Ownership; Limited License

Our FLD, including the text, graphics, images, photographs, videos, illustrations and other content contained therein, are owned by us and are protected under both United States and foreign laws. Except as explicitly stated in these Terms, we reserve all rights in and to our FLD. Any use of our FLD other than as specifically authorized herein, without our prior written permission, is strictly prohibited, and will terminate the license granted herein and violate our intellectual property rights.

# Feedback

You may voluntarily post, submit or otherwise communicate to us any questions, comments, suggestions, ideas, original or creative materials or other information about our FLD (collectively, “**Feedback**”). We may use such Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to You, including to develop, copy, publish, or improve the Feedback in our sole discretion. You understand that we may treat Feedback as nonconfidential.

# Indemnification

To the fullest extent permitted by applicable law, You will indemnify, defend and hold harmless Licensor and our officers, directors, agents, partners and employees (individually and collectively, the “***Licensor******Parties***”) from and against any losses, liabilities, claims, demands, damages, expenses or costs (“***Claims***”) arising out of or related to: (a) Your access to or use of our FLD; (b) Your violation of these Terms; or (c) Your violation, misappropriation or infringement of any rights of another (including intellectual property rights or privacy rights). You agree to promptly notify Licensor Parties of any third-party Claims, cooperate with Licensor Parties in defending such Claims and pay all fees, costs and expenses associated with defending such Claims (including attorneys’ fees). You also agree that the Licensor Parties will have control of the defense or settlement, at Licensor’s sole option, of any third-party Claims. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between You and Licensor or the other Licensor Parties.

# Disclaimers

**To the fullest extent permitted by applicable law, Your use of our FLD is at Your sole risk. Except as otherwise provided in writing by us or limited by applicable law, our FLD and any content therein are provided “as is” and “as available” without warranties of any kind, either express or implied, including implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. In addition, we do not represent or warrant that our FLD are accurate, complete, reliable, current or error-free. While we attempt to make Your use of our FLD safe, we cannot and do not represent or warrant that our FLD are free of viruses or other harmful components. You assume the entire risk as to the quality of our FLD.**

# Limitation of Liability

## **To the fullest extent permitted by applicable law, we will not be liable to You under any theory of liability—whether based in contract, tort, negligence, strict liability, warranty, or otherwise—for any indirect, consequential, exemplary, incidental, punitive or special damages or lost profits, even if we have been advised of the possibility of such damages.**

## **Our total liability for any claim arising out of or relating to these Terms or our FLD, regardless of the form of the action, is limited to the amount paid by You to use our FLD in the prior 3 months.**

## **The limitations set forth in this Section 12 will not limit or exclude liability for our gross negligence, fraud or intentional misconduct or for any other matters in which liability cannot be excluded or limited under applicable law. Additionally, some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to You.**

# Release

To the fullest extent permitted by applicable law, You release us from responsibility, liability, claims, demands and/or damages (actual and consequential) of every kind and nature, known and unknown (including claims of negligence), arising out of or related to disputes between Users and the acts or omissions of third parties. If You are a consumer who resides in California, You hereby waive Your rights under California Civil Code § 1542, which provides: “A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

# Transfer and Processing Data

In order for us to provide our FLD, You agree that We may process, transfer and store information about You in the United States and other countries, where You may not have the same rights and protections as You do under local law.

# Dispute Resolution; Binding Arbitration

**Please read the following section carefully because it requires You to arbitrate certain disputes and claims with us and limits the manner in which You can seek relief from us, unless You opt out of arbitration by following the instructions set forth below. No class or representative actions or arbitrations are allowed under this arbitration provision.** **In addition, arbitration precludes You from suing in court or having a jury trial.**

## **No Representative Actions. You and Licensor agree that any dispute arising out of or related to these Terms or our FLD is personal to You and Licensor and that any dispute will be resolved solely through individual action, and will not be brought as a class arbitration, class action or any other type of representative proceeding.**

## **Arbitration of Disputes.** Except for small claims disputes in which You or Licensor seeks to bring an individual action in small claims court located in the county of Your billing address or disputes in which You or Licensor seeks injunctive or other equitable relief for the alleged infringement or misappropriation of intellectual property, **You and Licensor** **waive their rights to a jury trial and to have any other dispute arising out of or related to these Terms or our FLD, including claims related to privacy and data security, (collectively, “*Disputes*”) resolved in court**. Instead, for any Dispute that You have against us, You agree to first contact us and attempt to resolve the claim informally by sending a written notice of Your claim (“***Notice***”) to us by email at [Informal Arbitration Email] or by certified mail addressed to [Informal Arbitration Mailing Address]. The Notice must (i) include Your name, residence address, email address, and telephone number; (ii) describe the nature and basis of the Dispute; and (iii) set forth the specific relief sought. Our notice to You will be similar in form to that described above. If You and Licensor cannot reach an agreement to resolve the Dispute within thirty (30) days after such Notice is received, then either party may submit the Dispute to binding arbitration administered by JAMS or, under the limited circumstances set forth above, in court. All Disputes submitted to JAMS will be resolved through confidential, binding arbitration before one arbitrator. Arbitration proceedings will be held in [Formal Arbitration Location] unless You are a consumer, in which case You may elect to hold the arbitration in Your county of residence. For purposes of this Section 15, a “***consumer***” means a person using our FLD for personal, family or household purposes. You and Licensor agree that Disputes will be held in accordance with the JAMS Streamlined Arbitration Rules and Procedures (“***JAMS Rules***”). The most recent version of the JAMS Rules are available on the [JAMS website](https://www.jamsadr.com/rules-streamlined-arbitration/) and are hereby incorporated by reference. You either acknowledge and agree that You have read and understand the JAMS Rules or waive Your opportunity to read the JAMS Rules and waive any claim that the JAMS Rules are unfair or should not apply for any reason.

## You and Licensor agree that these Terms affect interstate commerce and that the enforceability of this Section 15 will be substantively and procedurally governed by the Federal Arbitration Act, 9 U.S.C. § 1, *et seq*. (the “***FAA***”), to the maximum extent permitted by applicable law. As limited by the FAA, these Terms and the JAMS Rules, the arbitrator will have exclusive authority to make all procedural and substantive decisions regarding any Dispute and to grant any remedy that would otherwise be available in court, including the power to determine the question of arbitrability. The arbitrator may conduct only an individual arbitration and may not consolidate more than one individual’s claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.

## The arbitration will allow for the discovery or exchange of non-privileged information relevant to the Dispute. The arbitrator, Licensor, and You will maintain the confidentiality of any arbitration proceedings, judgments and awards, including information gathered, prepared and presented for purposes of the arbitration or related to the dispute(s) therein. The arbitrator will have the authority to make appropriate rulings to safeguard confidentiality, unless the law provides to the contrary. The duty of confidentiality does not apply to the extent that disclosure is necessary to prepare for or conduct the arbitration hearing on the merits, in connection with a court application for a preliminary remedy or in connection with a judicial challenge to an arbitration award or its enforcement, or to the extent that disclosure is otherwise required by law or judicial decision.

## You and Licensor agree that for any arbitration You initiate, You will pay the filing fee (up to a maximum of $250 if You are a consumer), and we will pay the remaining JAMS fees and costs. For any arbitration initiated by us, we will pay all JAMS fees and costs. You and Licensor agree that the state or federal courts of the State of [State for Arbitration appeals] and the United States sitting in [County for Arbitration appeals] have exclusive jurisdiction over any appeals and the enforcement of an arbitration award.

## **Any Dispute must be filed within one year after the relevant claim arose; otherwise, the Dispute is permanently barred, which means that You and Licensor** **will not have the right to assert the claim.**

## You have the right to opt out of binding arbitration within 30 days of the date You first accepted the terms of this Section 15 by [Optout Instructions]. In order to be effective, the opt-out notice must include Your full name and address and clearly indicate Your intent to opt out of binding arbitration. By opting out of binding arbitration, You are agreeing to resolve Disputes in accordance with Section 16.

## If any portion of this Section 15 is found to be unenforceable or unlawful for any reason, (i) the unenforceable or unlawful provision shall be severed from these Terms; (ii) severance of the unenforceable or unlawful provision shall have no impact whatsoever on the remainder of this Section 15 or the parties’ ability to compel arbitration of any remaining claims on an individual basis pursuant to this Section 15; and (iii) to the extent that any claims must therefore proceed on a class, collective, consolidated, or representative basis, such claims must be litigated in a civil court of competent jurisdiction and not in arbitration, and the parties agree that litigation of those claims shall be stayed pending the outcome of any individual claims in arbitration. Further, if any part of this Section 15 is found to prohibit an individual claim seeking public injunctive relief, that provision will have no effect to the extent such relief is allowed to be sought out of arbitration, and the remainder of this Section 15 will be enforceable.

# Governing Law and Venue

Any dispute arising from these Terms and Your use of our FLD will be governed by and construed and enforced in accordance with the laws of [GL state], except to the extent preempted by U.S. federal law, without regard to conflict of law rules or principles (whether of or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any dispute between the parties that is not subject to arbitration or cannot be heard in small claims court will be resolved in the state or federal courts of and the United States, respectively, sitting in [GL county] and .

# Modifying and Terminating our FLD

We reserve the right to modify our FLD or to suspend or stop providing all or portions of our FLD at any time. You also have the right to stop using our FLD at any time. We are not responsible for any loss or harm related to Your inability to access or use our FLD.

# Amendments

We may make changes to these Terms from time to time. If we make changes, we will provide You with notice of such changes, such as by sending an email, or updating the date at the top of these Terms. Unless we say otherwise in our notice, the amended Terms will be effective immediately, and Your continued use of our FLD after we provide such notice will confirm Your acceptance of the changes. If You do not agree to the amended Terms, You must stop using our FLD.

# Severability

If any provision or part of a provision of these Terms is unlawful, void or unenforceable, that provision or part of the provision is deemed severable from these Terms and does not affect the validity and enforceability of any remaining provisions.

# Miscellaneous

Our failure to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision. These Terms reflect the entire agreement between the parties relating to the subject matter hereof and supersede all prior agreements, representations, statements and understandings of the parties. The section titles in these Terms are for convenience only and have no legal or contractual effect. Use of the word “including” will be interpreted to mean “including without limitation.” Except as otherwise provided herein, these Terms are intended solely for the benefit of the parties and are not intended to confer third-party beneficiary rights upon any other person or entity. You agree that communications and transactions between us may be conducted electronically.

*[End of Terms of Use]*

*Appendix*

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| --- | --- | --- | --- |
| Field | Description | Section | Example |
|  |  |  |  |
| Insert date terms are posted | The date this document was last updated | Header | January 3, 2014 |
| Optional: Insert brief vision statement | A vision statement if wanted |  | The vision of The Floral Dictionary is to provide nature lovers and botanists with the most accurate information available on flowering plants. |
| Company name | The company name to be used throughout the contract. | Many | The Floral Dictionary |
| I Accept | Change text if the corresponding acceptance button on your site says somethiing else |  |  |
| TOU contact information | Contact info for POC for Terms of Use |  |  |
|  |  |  |  |
| Informal Arbitration Email | Email address for informal arbitration attempts | 15.Dispute Resolution; Binding Arbitration | [arbitrate@floraldict.com](mailto:arbitrate@floraldict.com) |
| Informal Arbitration Mailing Address | Mailing address for informal arbitration attempts. Must be able to receive certified mail at this address. |  | 1220 E Lory Drive, Las Vegas, NV 86753 |
| Formal Arbitration Location | County, State for location of formal arbitration. |  | Clark County, NV |
| Field | Description | Section | Example |
| State for Arbitration appeals | State in which appeals regarding the arbitration may be filed. |  | NV |
| County for Arbitration appeals | County in which appeals regarding the arbitration may be filed. |  | Clark |
| Optout Instructions | Instructions for opting out of arbitration. |  | Send an email stating you wish to opt out of arbiitration to arbitrate@floraldict.com |
|  |  |  |  |
| State | State in which disputes arising from the Terms of Use will be governed. | 23.Governing Law and Venue | NV |
| County | County in which disputes arising from the Terms of Use will be governed. |  | Clark |