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- 11. Governing Law and Forum.** This Website (excluding linked sites) is controlled by the Parties from its offices within the United States of America. It can be accessed from all fifty states, as well as from other countries around the world. By accessing this Website both you and the Parties agree that the statutes and laws of the State of Colorado, without regard to conflicts of laws principles thereof, will apply to all matters relating to use of the Operation World text and/or the Content of this Website. You and the Parties also agree and hereby submit to the exclusive personal jurisdiction and venue of the state and federal courts sitting in the State of Colorado, at the Parties option, with respect to such matters, and you hereby consent to extra-territorial service of process, provided, however, that at the election of the Parties any disputes arising out of, or in connection with, this Agreement or your use of this site or the Content shall be resolved solely by Christian conciliation as set forth in Paragraph 12 below.
- 12. Dispute Resolution.** All parties to this Agreement desire to avoid dissipating resources on wasteful litigation and therefore agree to resolve disputes privately by good faith negotiation where at all possible. Any dispute which all parties cannot resolve by negotiation shall, at the exclusive option of the Parties, be submitted to Christian mediation and/or arbitration under the rules of the Institute for Christian Conciliation, as currently set forth at www.HisPeace.org. The Institute for Christian Conciliation, or any comparable entity designated by the Parties, shall also serve as the administrator for such proceedings. Any arbitration award issued by the mediator shall be final, binding, and enforceable in any court of competent jurisdiction. You understand that these methods shall be your sole remedy for any controversy or claim arising out of this agreement or the subject matter hereof, and you expressly waive your right to file a lawsuit or claim against the Parties for such disputes, except to enforce an arbitration decision. You expressly acknowledge and agree that the Parties may file a lawsuit in any court or other tribunal to enjoin any actions which violate the Parties valuable intellectual property rights in the Operation World text, the Content and/or any of the Parties trademarks. In any proceeding, under this paragraph, reasonable attorneys' fees shall be paid by the losing party. This provision shall survive termination of this Agreement.
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