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**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 our registered agent Warren Morten, 19200 Von Karman Ave, 4<sup>th</sup> floor, Irvine CA 92612. 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](http://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. Likewise, Civilized Pet will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous. All Arbitrations will be venued on Orange County, California; unless you choose to have the arbitration conducted by telephone or based on written submissions.

**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.

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Please review our other policies, if any, posted on this site. Policies may be added and or amended at any time without notice. These policies also govern your use of Civilized Pet Services. We reserve the right to make changes to our site, policies, Service Terms, and these Conditions of Use at any time. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

## OUR ADDRESS:

**Civilized Pet, Inc.**

**Civilized Pet.com**

**19200 Von Karman Ave**

**4<sup>th</sup> Floor**

**Irvine, CA 92612**

**<http://www.CIVILIZEDPET.com>**

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If you have a subpoena to serve on Civilized Pet, please note that Civilized Pet does not accept service via e-mail or fax and will not respond to the subpoena. All subpoenas must be properly served on CivilizedPet.com. Please find below the California address for our Agent of service of process:

**Civilized Pet, Inc.**  
**c/o Warren Morten**  
**19200 Von Karman Ave**  
**4<sup>th</sup> Floor**  
**Irvine, CA 92612**  
**Attn: Legal Department - Subpoena**

Please note also that providing detailed and accurate information at the outset will facilitate efficient processing of your request. That information will include, for example, e-mail and/or credit card number used to make purchases for retail purchase information; the name, e-mail, and physical address of a seller for seller information.

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You must include the following:

- A physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed upon;
- A description of where the material that you claim is infringing is located on the site;
- Your address, telephone number, and e-mail address;
- A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

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**Copyright Agent**  
**Civilized Pet, Inc.**  
**c/o Warren Morten**  
**19200 Von Karman Ave**  
**4<sup>th</sup> Floor**  
**Irvine, CA 92612**

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