

W. R. BERKLEY CORPORATION

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Any controversy or claim arising out of or relating to these Terms of Use or use of this website shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association, except that, to the extent you have in any manner violated or threatened to violate the Company's intellectual property rights, we may seek injunctive or other appropriate relief in any state or federal court in Delaware, and you consent to exclusive jurisdiction and venue in such courts. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. You agree that the arbitration shall be conducted in Delaware and that any action to enforce this arbitration provision will be brought in the federal or state courts located in Delaware. Either you or the Company may seek any interim or preliminary relief from a state or federal court of competent jurisdiction in Delaware, as may be necessary

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