

## VERTU

with such arbitration to be held in Dallas County, Texas, except that, to the extent you have in any manner violated or threatened to violate any Vertu or Vertu affiliates' or licensors' intellectual property rights, Vertu may seek injunctive or other appropriate relief in any state or federal court in the state of Texas or, at Vertu's option, any other appropriate state or country, and you consent to exclusive jurisdiction and venue of such court. Arbitration under these Terms and Conditions shall be conducted under the then prevailing Wireless Industry Arbitration Rules of the AAA (except as such rules may be modified by the terms of these Terms and Conditions), unless otherwise agreed in writing by the parties and shall be heard by a single arbitrator. Subject to any terms contained in these Terms and Conditions limiting or excluding damages, the arbitrator may award any relief that the arbitrator deems proper, including without limitation equitable relief, provided that no award of exemplary, special, consequential or punitive damages shall be permitted. The prevailing party, as determined by the arbitrator, shall pay the AAA arbitration fees and the arbitrator's fees and expenses, as applicable. The arbitrator's award shall be binding and may be entered as a judgment and enforceable in any court of competent jurisdiction. To the fullest extent permitted by applicable law, the arbitration shall be conducted on an individual, not a class-wide basis, and no arbitration under these Terms and Conditions shall be consolidated with or joined to an arbitration involving any other person or entity, whether through class arbitration proceedings or otherwise, without the prior written consent of you and Vertu.

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June 2009