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With the authorization you provide through the Site or through the Online Payment Service ("Authorization"), your credit card will be charged or the bank account you have designated will be debited (either via one of the debit card networks by using your debit card or via the Automated Clearing House electronic payment system). You may schedule either one-time or recurring monthly payments for monthly parking plans, in addition to one-time payments for on-demand parking services. Pursuant to the Authorization, your credit card will be charged or your bank account will be debited to make payment to SP+. Each time you use the Online Payment Service you agree that SP+ is authorized to process your payment and facilitate the charging of your credit card or debiting your bank account for the amount of your parking fee and any other applicable fees that you have agreed to pay. You agree not to make a payment that exceeds your limits on your payment card account, transfer limits, or the balance of your bank account. Your agreement with your payment card issuer or financial institution where you have your bank account governs the use of your payment card or bank account, as applicable, and you must refer to that agreement to ascertain your rights and liabilities as a cardholder or account holder.

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but not limited to: weather, fire, or any other Act of God; mechanical defects or
accidents; or criminal activity of any kind, including theft. You park at your own
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us in connection with any parking at any parking location provided to you
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If any part of these Terms is deemed unlawful, void, or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions. Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of this Site or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles herein are for convenience only and have no legal or contractual effect.

We each agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of these Terms to arbitrate, shall be determined by binding arbitration in the State of Illinois, in the county of Cook. The arbitration will be governed by the AAA's Commercial Arbitration Rules ("AAA Rules"), and will be administered by the AAA. This clause shall not preclude parties from seeking provisional remedies in aid of
arbitration. 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.

The Federal Arbitration Act governs the interpretation and enforcement of this arbitration provision.

All commercial claims between us, whether subject to arbitration or not, will be governed by Illinois law, excluding Illinois' conflict of laws rules.

If a commercial claim between you and us is not subject to arbitration, you agree that the claim must be resolved exclusively in the U.S. District Court for the Northern District of Illinois or a state court located in Cook County, Illinois and that you submit to the personal jurisdiction of either of these courts for the purpose of litigating any such claim.

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