



Website Terms of Use

Acceptance of the Terms of Use

These terms of use are entered into by and between you and Claritas, LLC (**Company**", "**we**" or "**us**"). The following terms and conditions, together with any documents they expressly incorporate by reference, including the **Privacy Policy**, (collectively, these "**Terms of Use**"), govern your access to and use of Claritas.com, including any content, functionality, and services offered on or through Claritas.com (the "**Website**"), whether as a guest or a registered user.

By using the Website, you accept and agree to be bound and abide by these Terms of Use. Please read these Terms of Use carefully — they affect your legal rights and obligations and include waivers of rights and limitations of liability. They also require disputes between you and us to be resolved through binding individual arbitration and require you to waive any right to a jury trial, class, collective action, and court proceedings of any kind, subject to limited exceptions. Unless you opt out in accordance with the opt-out procedures described below, you will be bound by the terms of the arbitration agreement and class action waiver. The full terms of the arbitration agreement are below.

This Website is offered and available to users who are eighteen (18) years of age or older and reside in the United States or any of its territories or possessions only. By using this Website, you represent and warrant that you are of legal age to form a binding contract with Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website. If you are eighteen (18) years of age and reside in a jurisdiction outside the United States and its territories and possessions, you acknowledge and agree that you use the Website at your own risk, and you agree to be bound by these Terms of Use, regardless of any conflicting provisions applicable in your country of residence.

Changes to the Terms of Use

For changes other than a change to the Arbitration Agreement, below, we may revise and update these Terms of Use from time to time in our sole discretion. All such changes are effective immediately when we post them and apply to all access to and use of the Website thereafter.

Your continued use of the Website following the posting of such revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any such changes, as they are binding on you.

Accessing the Website and Account Security

We reserve the right to withdraw or modify the Website, and any service or material we provide on the Website, in our sole discretion and without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

You are responsible for:

- Making all arrangements necessary for you to have access to the Website.



- Ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete. You agree that all information you provide to register to use the Website, including but not limited to through the use of any interactive features on the Website, is governed by our [Privacy Policy](#), and you consent to all actions we take with respect to your information consistent with our [Privacy Policy](#).

If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security.

We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of the Terms of Use.

Intellectual Property Rights

The Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by Company, its affiliates, licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print one copy of a reasonable number of pages of the Website for your own use only and not for further reproduction, publication, or distribution.
- If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own use, provided you agree to be bound by our end user license agreement for such applications.
- If we provide social media features with certain content, you may take such actions as are enabled by such features.

You must not:

- Modify copies of any materials from the Website.
- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.



If you wish to make any use of material on the Website other than that set out in this section, please address your request to: marketing@claritas.com.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use the Website will stop immediately and you must, at our option, return or destroy any copies of the materials you have made.

No right, title, or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by Company. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

Trademarks

Company name, Company logo, and all related names, logos, product and service names, designs, and slogans appearing on the Website are trademarks of Company or its affiliates, business partners or licensors. You must not use such marks without the prior written permission of Company.

Prohibited Uses

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To transmit, or procure the sending of, any junk mail, chain letter, spam, or any other similar solicitation.
- To impersonate or attempt to impersonate Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm Company or users of the Website or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring, scanning or copying any of the material on the Website.
- Use any manual process to monitor, scan or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Website.
- Introduce any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the

Website.

- Attack the Website via a denial-of-service attack, a distributed denial-of-service attack, or other type of attack.
- Otherwise attempt to interfere with the proper working of the Website.

User Generated Content

The Website is not designed to permit, nor do we grant you permission to create, any user generated content. Posting, transmitting, using, re-using, downloading or uploading any such user generated content through the use of the Website is a breach of these Terms of Use.

Changes to the Website

We may update the content on this Website from time to time; however, any displayed content may not necessarily be complete or up-to-date. Any material on the Website may be out of date at any given time, and we are under no obligation to update such material.

Information About You and Your Visits to the Website

All information we collect on this Website is subject to our [Privacy Policy](#). By using the Website, you consent to all actions taken by us with respect to your information in compliance with the [Privacy Policy](#).

Linking to the Website and Social Media Features

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it; however, you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part. You may not deep link to our Website.

This Website may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on this Website.
- Send emails or other communications with certain content, or links to certain content, on this Website.
- Cause limited portions of content on this Website to be displayed or appear to be displayed on your own or any third-party website.

You may use these features solely as they are provided by us, within the context in which they are displayed, and in accordance with any additional terms and conditions associated with those features. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Website or portions of it to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking.
- Link to any part of the Website other than the homepage.
- Otherwise take any action with respect to the materials on this Website that is inconsistent with any other provision of these Terms of Use.

You agree to cooperate with us by immediately causing any unauthorized framing or linking to stop. We reserve the right to withdraw linking permission without notice.



We may disable all or any social media features and any links at any time without notice in our discretion.

Links from the Website

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

Geographic Restrictions

We provide this Website for use only by persons located in the United States. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER COMPANY NOR ANY PERSON ASSOCIATED WITH COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER COMPANY NOR ANYONE ASSOCIATED WITH COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT,



AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation on Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL COMPANY, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

You agree to defend, indemnify, and hold harmless Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, your contributions, any use of the Website's content, services, products, or any information obtained from the Website, other than as expressly authorized in these Terms of Use.

Arbitration Agreement

PLEASE READ THIS SECTION (THE "ARBITRATION AGREEMENT") CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS. IT PROVIDES FOR RESOLUTION OF MOST DISPUTES THROUGH INDIVIDUAL ARBITRATION INSTEAD OF COURT TRIALS AND CLASS ACTIONS. THIS SECTION ALSO CONTAINS A JURY TRIAL WAIVER AND A WAIVER OF ANY AND ALL RIGHTS TO PROCEED IN CLASS, COLLECTIVE, PRIVATE ATTORNEY GENERAL, REPRESENTATIVE, OR CONSOLIDATED ACTION IN ARBITRATION OR LITIGATION TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. UNLESS YOU OPT OUT IN ACCORDANCE WITH THE OPT-OUT PROCEDURES DESCRIBED BELOW, YOU WILL BE BOUND BY THIS ARBITRATION AGREEMENT.

Mandatory Individual Arbitration

The terms and conditions of this Arbitration Agreement shall supersede and replace any and all previous arbitration and class action/jury waiver agreements you may have entered into with Company. Any dispute, claim, or controversy between you and Company, including but not limited to disputes, claims, or controversies related to or arising from your use of the Website (including the content, functionality or services provided on or through the Website), or these Terms of Use, including, without limitation, those relating to the formation, breach, termination, enforcement, interpretation, validity, scope, or applicability



of the Terms of Use and the Arbitration Agreement included herein (collectively, “Dispute”), whether such Dispute arose before, on, or subsequent to you entering these Terms of Use, and if not resolved through the informal dispute resolution procedure set forth below, shall be exclusively resolved by individual, binding arbitration in accordance with this Arbitration Agreement. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any Disputes relating to the interpretation, applicability, enforceability, or formation of this Arbitration Agreement, including any Dispute that all or any part of this Arbitration Agreement is void or voidable. The arbitrator shall also be responsible for determining all threshold arbitrability issues, including issues relating to whether these Terms of Use are unconscionable or illusory, in whole or in part, and any defense to arbitration, including waiver, delay, laches, or estoppel.

Notwithstanding the foregoing and the Class Action/Jury Trial Waiver below, you and Company each retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party’s copyrights, trademarks, trade secrets, patents, or other IP rights. Any legal action by Company against a non-consumer or its interactions with governmental and regulatory authorities shall not be subject to arbitration. Either party may also elect to have Disputes heard in small claims court seeking only individualized relief, so long as the action is not removed or appealed to a court of general jurisdiction.

To the fullest extent permissible by applicable law, all Disputes against Company, including but not limited to Disputes arising out of or relating in any way to the Website, any services or these Terms of Use, must be filed within one year after such Disputes or cause of action arose or it will be forever barred.

If any Dispute is determined not to be subject to arbitration or resolution in small claims court, the exclusive jurisdiction and venue for proceedings concerning such Dispute shall be the federal or state courts of competent jurisdiction in New York County, N.Y., and such Dispute shall be governed by and construed in accordance with the substantive and procedural laws of the State of New York, without regard to choice or conflict of law principles.

If any court or arbitrator determines that this Arbitration Agreement is void or unenforceable for any reason as to Disputes arising before the date of posting of this Arbitration Agreement, then you may still be bound to previous versions of this Arbitration Agreement by reason of your separate agreement to those previous versions.

If you or Company files or causes to be filed in court (other than small claims court) a complaint alleging a Dispute that is subject to arbitration under this Arbitration Agreement, the defendant/respondent will notify the party or the party’s attorney (if an attorney has entered an appearance) of the existence of this Arbitration Agreement, and request that the complaint be withdrawn. If the party does not withdraw the action within 10 calendar days of service of that notice, and the defendant/respondent successfully moves to compel arbitration of the Dispute, the defendant/respondent shall be entitled to its costs and fees (including reasonable attorneys’ fees) incurred in seeking to enforce this Arbitration Agreement.

Class Action / Jury Trial Waiver

You and Company agree that, to the fullest extent permitted by law, each party is waiving the right to a trial by jury or to participate as a plaintiff, claimant, or class member in any class, collective, private attorney general, representative, or consolidated proceeding (other than the permitted Mass Filing Procedures). This means that you and Company may not bring a Dispute on behalf of a class or group and may not bring a Dispute on behalf of any other person unless doing so as a parent, guardian, or ward of a minor or in another similar capacity for an individual who cannot otherwise bring their own individual Dispute. This also



means that you and Company may not participate in any class, collective, private attorney general, representative, or consolidated proceeding (other than the permitted Mass Filing Procedures) brought by any third party.

Unless both you and Company agree in writing, any arbitration will be conducted only on an individual basis and not in a class, collective, representative, or consolidated proceeding (other than the permitted Mass Filing Procedures). Notwithstanding the foregoing, you or Company may participate in a class-wide settlement.

Opt-Out Procedures

To opt out of this Arbitration Agreement, you must send us a written notice ("Opt-Out Notice") by email to marketing@claritas.com no later than 30 days after you first agreed to this Arbitration Agreement ("Opt-Out Period"). The Opt-Out Notice must contain your full legal name, your complete mailing and email address and phone number, a clear statement that you wish to opt out of this Arbitration Agreement, contained in our Website Terms of Use, and your signature. If your Opt-Out Period has passed, you are not eligible to opt out of this Arbitration Agreement, and you will be bound to the terms and conditions of this Arbitration Agreement.

If you opt out of this Arbitration Agreement, all other provisions of the Terms of Use will continue to apply to you. Additionally, if you opt out of this Arbitration Agreement, you may still be bound to previous versions of this Arbitration Agreement or other arbitration agreements by reason of your separate agreement to them. In other words, opting out of this Arbitration Agreement shall have no effect on any previous arbitration agreements you entered into with Company. If you timely provide Company with a valid Opt-Out Notice, and you are not bound to any previous or other arbitration agreements with Company, all Disputes between you and Company shall be subject to the exclusive jurisdiction of, and you consent to venue in, the state and federal courts located in New York County, N.Y. All Disputes shall be interpreted, governed, and enforced in accordance with substantive and procedural law of the State of New York without regard to choice or conflict of law principles.

If Company makes any future changes to this Arbitration Agreement (other than a change to the Notice Address or other non-material changes), Company will provide you with notice (to the extent we have your contact information). You may reject any such change by sending an email to Company at marketing@claritas.com within 30 days of the posting of the amended arbitration agreement that provides: (i) your full legal name, (ii) your complete mailing address, (iii) your phone number, and (iv) the change(s) to the Arbitration Agreement contained in our Website Terms of Use that you are rejecting. **This is not an opt out of arbitration altogether.** Your continued use of the Website after this 30-day period constitutes acknowledgment of, and agreement to, the changes to the Arbitration Agreement.

Rules and Governing Law

Mandatory Pre-Arbitration Notice and Informal Dispute Resolution Procedures: You and we agree that good-faith, informal efforts to resolve disputes often can result in a prompt, cost-effective and mutually beneficial outcome. Therefore, in the event of a Dispute, you and Company each agree to send the other party a written Notice of Dispute. A Notice of Dispute from you to Company must be emailed to the Notice Address. Any Notice of Dispute must include (i) the claimant's full legal name, complete mailing address, and email address; (ii) a description of the nature and basis of the Dispute; (iii) any relevant facts regarding claimant's use of the Website, including whether claimant receives any emails associated with the Website or any related services, whether claimant has an established commercial relationship with Company, and if so, the date(s) of any transaction or services; and (iv) a personally signed statement from the claimant (and not claimant's counsel) verifying the accuracy of the contents of the Notice of Dispute. The Notice of



Dispute must be individualized, meaning it must concern only your dispute and no other person's dispute. Company will send any Notice of Dispute to you at the email address or mailing address it has for you, if any.

After receipt of a Notice of Dispute, the parties shall engage in a good faith effort to resolve the Dispute for a period of 60 days (which can be extended by agreement). You and we agree that, after receipt of the Notice of Dispute, the recipient may request an individualized telephone or video settlement conference (which can be held after the 60-day period), and both parties will attend (with counsel, if represented). You and we agree that the parties (and counsel, if represented) shall work cooperatively to schedule the conference at the earliest mutually-convenient time and to seek to reach a resolution.

Compliance with this Mandatory Pre-Arbitration Notice and Informal Dispute Resolution Procedures subsection is a condition precedent to initiating arbitration. Any applicable limitations period (including statute of limitations) and any filing fee deadlines shall be tolled while the parties engage in the informal dispute resolution procedures set forth in this subsection. All of the Mandatory Pre-Arbitration Notice and Informal Dispute Resolution Procedures are essential so that you and Company have a meaningful opportunity to resolve disputes informally. If any aspect of these requirements has not been met, the parties agree that a court of competent jurisdiction may enjoin the filing or stay the prosecution of an arbitration. Nothing in this paragraph limits the right of a party to seek damages for non-compliance with these Procedures in arbitration.

If the parties cannot resolve the Dispute through the Informal Dispute Resolution Procedures above, you and Company each agree that all Disputes shall be resolved exclusively through final and binding individual arbitration, rather than in court. The parties may agree to waive hearings and resolve Disputes through submission of documents. Any arbitration hearing will be conducted remotely by telephone or video conference to the extent possible, but if the arbitrator determines, or the parties agree, that a hearing should be conducted in person, the arbitration hearing will take place as close to your residence as practicable, or another agreed upon locale, and shall be before one arbitrator.

All Disputes shall be submitted to NAM (National Arbitration and Mediation), for arbitration before one arbitrator. The arbitration will be administered by NAM in accordance with the NAM Rules, except as modified by this Arbitration Agreement. A party who desires to initiate arbitration must provide the other party with a written demand for arbitration as specified in the NAM Rules. A form for initiating arbitration proceedings is available on NAM's website at www.namadr.com/resources/rules-fees-forms/. You and we agree that the party initiating arbitration must submit a certification that such party has complied with and has completed the Mandatory Pre-Arbitration Notice and Informal Dispute Resolution Procedures requirements referenced above, and that such party is a party to this Arbitration Agreement, which must be enclosed with or attached to the demand for arbitration. The demand for arbitration and certification must be personally signed by the party initiating arbitration (and such party's counsel, if represented). The parties agree that submission of the certification, as specified above, shall be required for the Dispute to be deemed properly filed. For additional information on how to commence an arbitration proceeding, you can contact NAM at customerservice@namadr.com.

Notwithstanding any provision in these Terms of Use, the parties agree and acknowledge that this Arbitration Agreement evidences a transaction involving interstate commerce and that the FAA will govern its interpretation and enforcement and any proceedings under it. It is the intent of the parties that the FAA and the NAM Rules shall preempt all state laws to the fullest extent permitted by law. If the FAA and the NAM Rules are found to not apply to any issue that arises under this Arbitration Agreement, then that issue shall be interpreted, governed, and enforced in accordance with substantive and procedural law of the



State of New York without regard to choice or conflict of law principles. However, if you are a resident of California, the substantive and procedural law of the State of California shall apply.

At the conclusion of the arbitration proceeding, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. An arbitrator's award that has been fully satisfied shall not be entered in any court.

As in court, you and Company agree that any counsel representing a party in arbitration certifies when initiating and proceeding in arbitration that such counsel is complying with the requirements of Federal Rule of Civil Procedure 11(b) and any applicable state laws of similar import, including certification that the Dispute or relief sought is neither frivolous nor brought for an improper purpose. The arbitrator is authorized to impose any sanctions under the NAM Rules, Federal Rule of Civil Procedure 11, or applicable federal or state law, against all appropriate represented parties and counsel.

Except as expressly provided in this Arbitration Agreement, the arbitrator may grant any remedy, relief, or outcome that the parties could have received in court, including awards of attorneys' fees and costs, in accordance with applicable law.

Mass Filing Procedures: If NAM determines that 25 or more substantially similar arbitration demands presented by or with the assistance, coordination, or cooperation of the same law firm, group of law firms, cooperating law firms, or organization are allowed to be submitted for arbitration, NAM's mass filing fee structure shall apply and the parties agree that the arbitrations will proceed in accordance with the batching process as follows: (i) NAM shall administer the arbitration demands in batches of at least 25 demands for arbitration, with the discretion to create additional batches if NAM finds that they are necessary to facilitate the efficient resolution of demands; (ii) NAM shall provide for the concurrent resolution of each batch as a single consolidated arbitration with one procedural calendar and one hearing (if any) and one final award; and (iii) following such determination of a mass filing, NAM shall apply a single set of administration and panel preparation fees per batch in accordance with NAM's fee schedule. All parties agree that arbitrations are of a "substantially similar nature" for purposes of these Mass Filing Procedures if they arise out of or relate to the same event or factual scenario and raise the same or similar legal issues and seek the same or similar relief.

Company reserves all rights and defenses as to each and any Dispute, Demand for Arbitration, and claimant. These Mass Filing Procedures shall in no way be interpreted as authorizing class arbitrations of any kind.

Confidentiality: The parties agree that the arbitrator is authorized to issue an order requiring that confidential information of either party disclosed during the arbitration (whether in documents or orally) may not be used or disclosed except in connection with the arbitration or a proceeding to enforce the arbitration award and that any permitted court filing of confidential information must be done under seal to the furthest extent permitted by law.

Requirement of Individualized Relief: The parties agree that, to the fullest extent permitted by law, the arbitrator is authorized, upon either party's request, to award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual Dispute.

Severability & Survival



This Arbitration Agreement shall survive termination of these Terms of Use. If any provision of this Arbitration Agreement or the Terms of Use, or any portion thereof, is found to be void, invalid, or otherwise unenforceable, then that portion shall be deemed to be severable and, if possible, superseded by a valid, enforceable provision, or portion thereof, that matches the intent of the original provision, or portion thereof, as closely as possible. The remainder of this Arbitration Agreement and Terms of Use shall continue to be enforceable and valid according to the terms contained herein. Notwithstanding the foregoing, if any court or arbitrator determines that the Class Action/Jury Trial Waiver set forth in this Arbitration Agreement is void or unenforceable for any reason, or that your Dispute can proceed on a class, collective, representative, or consolidated basis (other than the Mass Filing Procedures), then, after the exhaustion of all appeals of that determination, you and Company shall be deemed not to have agreed to arbitrate Disputes, and your Dispute must be litigated in a federal or state court of competent jurisdiction in New York County, N.Y. and shall be interpreted, governed, and enforced in accordance with substantive and procedural law of the State of New York, without regard to choice or conflict of law principles. In addition, if the Mass Filing Procedures apply to your Dispute, and any court or arbitrator determines that the Mass Filing Procedures are void or unenforceable for any reason, then, after the exhaustion of all appeals of that determination, you and Company shall be deemed not to have agreed to arbitrate that Dispute, and it must be litigated in a federal or state court of competent jurisdiction in New York County, N.Y. and shall be interpreted, governed, and enforced in accordance with substantive and procedural law of the State of New York, without regard to choice or conflict of law principles.

Entire Agreement

These Terms of Use, including the Arbitration Agreement, constitute the sole and entire agreement between you and Claritas, LLC regarding the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website.

Your Comments and Concerns

This website is operated by Claritas, LLC.

All feedback, comments, requests for technical support, and other communications relating to the Website should be directed to: marketing@claritas.com.