

## **ARBITRATION POLICY**

**You are agreeing to dispute resolution and binding arbitration. These terms affect your rights, including a waiver of class actions and jury trials. Please review these terms carefully as you are acknowledging and accepting them.**

### **1. DISPUTES OR COMPLAINTS**

**You have a right to make a formal or informal complaint to your public utility commission or any regulatory body with authority to review your complaint, and nothing in Section 2, Binding Arbitration, is intended to bar that right to any individual right to complain or dispute your issues.** In addition, you can always contact us if you have any questions about your bill or our service. Our customer service representatives will assist with the resolution of your issue or, if they cannot do so immediately, will investigate the matter and report their findings to you. If you have a billing or other dispute that you are not able to resolve with Company, you may contact your public utility commission.

### **2. BINDING ARBITRATION**

**PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS.** This Section 2 does not apply to those individual disputes decided by your public utility commission. We hope we never have a dispute, but if we do, you and Company agree to try for sixty (60) days to resolve it informally. If we can't, you and Company agree to **binding individual arbitration before the American Arbitration Association ("AAA") under the Federal Arbitration Act ("FAA")**, and **not to sue in court in front of a judge or jury**. Instead, a neutral arbitrator will decide and the arbitrator's decision will be final except for a limited right of review under the FAA. **Class action lawsuits, class-wide arbitrations, private attorney-general actions, and any other proceeding where someone acts in a representative capacity aren't allowed. Nor is combining individual proceedings without the consent of all parties. This Arbitration is mandatory and not permissive.**

a. *Disputes Covered—Everything.* Except as otherwise stated herein, the term "dispute" is as broad as it can be. It includes any claim or controversy between you and us concerning the services, pricing of the services, products, website, media, the software related to the services, the services' or software's price, your provider account, advertising, marketing, communications, how we communicate with you, if we call you or text you, pricing actions, fees, authorizations, your purchase transaction, billing, these terms, and this Agreement, under any legal theory including contract, warranty, tort, statute, or regulation arising between you and us, including its respective parents, subsidiaries, affiliates, officers, directors, employees, agents, predecessors, and successors, shall be resolved by binding arbitration on an individual basis in accordance with this arbitration provision. This agreement to arbitrate is intended to be broadly interpreted. For example, it includes, but is not limited to: claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory; claims that arose before this or any prior Agreement; and claims that may arise after the termination of this Agreement.

All disputes and claims must be brought within one (1) year of the claim arising or such claim is barred, abandoned and void. You understand and agree that you will arbitrate with us in your individual capacity, not as a representative or member of a class. Your claim may not be joined with the claim of any other person, and there will not be authority for any dispute to be arbitrated on a

class-action basis. The arbitrator, and not any federal, state, or local court or agency, will have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Agreement, including, but not limited to any claim that all or any part of this Agreement is void or voidable. Any party refusing to comply with an order of the arbitrators will be liable for costs and expenses, including attorneys' fees, incurred by the other party in enforcing the award.

Notwithstanding the foregoing, either you or we may bring claims in small claims court in your jurisdiction, if that court has jurisdiction over the parties and the action and the claim complies with the prohibitions on class, representative, and private attorney general proceedings and non-individualized relief discussed herein. You may also bring issues to the attention of federal, state, and local executive or administrative agencies.

Resolving your dispute with us through arbitration means you will have a fair hearing before a neutral arbitrator instead of in a court before a judge or jury. **YOU AGREE THAT BY USING OUR SERVICES, USING OUR PRODUCTS, USING OUR WEBSITE, ENROLLING, AND/OR ENTERING INTO THIS AGREEMENT, YOU AND COMPANY EACH WAIVE THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL ACTION.**

***b. Opting Out of Arbitration. WITHIN 30 DAYS (UNLESS A LONGER PERIOD IS REQUIRED BY LAW) OF FIRST SIGNING UP FOR SERVICES OR RECEIVING THIS ARBITRATION PROVISION IF ALREADY RECEIVING SERVICES, IF YOU DO NOT WISH TO BE BOUND BY THIS ARBITRATION PROVISION, YOU MUST NOTIFY COMPANY IN WRITING BY EMAILING US AT [NOARBITRATION@GRIDDY.COM](mailto:NOARBITRATION@GRIDDY.COM) OR BY CERTIFIED MAIL TO COMPANY AT OUR ADDRESS, ATTN. ARBITRATION. YOUR WRITTEN NOTIFICATION TO COMPANY MUST INCLUDE YOUR NAME, ADDRESS, AND COMPANY ACCOUNT NUMBER AS WELL AS A CLEAR STATEMENT THAT YOU DO NOT WISH TO RESOLVE DISPUTES WITH COMPANY THROUGH ARBITRATION. YOUR DECISION TO OPT OUT OF THIS ARBITRATION PROVISION WILL HAVE NO ADVERSE EFFECT ON YOUR RELATIONSHIP WITH COMPANY OR YOUR USE OF THE SERVICES. OPTING OUT OF THIS ARBITRATION PROVISION HAS NO EFFECT ON ANY OTHER OR FUTURE ARBITRATION AGREEMENTS THAT YOU MAY HAVE WITH COMPANY.***

*c. Pre-Arbitration Process.*

*i. Notice of Dispute. Before commencing an action in arbitration, you must first notify us of your dispute and allow us an opportunity to resolve it without the need for arbitration. You must write us a letter briefly explaining the dispute and stating the relief that you demand. Provide as much information as possible, including where applicable dates and specific amounts of money. Also include the account holder's name, the account number, the service address, and a telephone number at which You may be reached during business hours. Once you have written us the letter, send it to us by certified mail to the Company's address.*

*ii. 60 Day Wait Period. If Company has not been able to resolve your dispute to your satisfaction within sixty (60) days from when we received your Notice of Dispute, you may start arbitration proceedings.*

*d. Commencing an Arbitration. To commence an arbitration, you must submit a written Demand for Arbitration to the American Arbitration Association, Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043, with a copy to company. A Demand for Arbitration form can be found on the AAA website at <https://www.adr.org/ConsumerForms>.*

e. Arbitration Process. The arbitration will be administered by the AAA under the AAA's Consumer Arbitration Rules, as modified by this arbitration provision. You may obtain copies of those rules from the AAA at [www.adr.org](http://www.adr.org). If the AAA will not enforce this arbitration provision as written, it cannot serve as the arbitration organization to resolve your dispute. If this situation arises, or if the AAA for any reason cannot serve as the arbitration organization, the parties shall agree on a substitute arbitration organization or ad hoc arbitration, which will enforce this arbitration provision as to the dispute. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction to appoint an arbitration organization or ad hoc arbitrator that will administer arbitration under this arbitration provision as written. If there is a conflict between this arbitration provision and the AAA rules, this arbitration provision shall govern. A single arbitrator will resolve the dispute between you and Company. Participation in arbitration may result in limited discovery. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect confidential or proprietary information, including User personally identifiable information.

All issues are for the arbitrator to decide, except that issues relating to arbitrability, the scope or enforceability of this arbitration provision, or the interpretation of its prohibitions of class, representative, and private attorney general proceedings and non-individualized relief shall be for a court of competent jurisdiction to decide. The Arbitrator is limited and bound by terms of this arbitration provision. Although the arbitrator shall be bound by rulings in prior arbitrations involving the same customer to the extent required by applicable law, the arbitrator shall not be bound by rulings in other arbitrations involving different customers. Unless the parties agree otherwise, any arbitration hearing will take place in the county (or parish) of Your service address. If the amount in dispute is \$10,000 or less, Company agrees that you may choose whether the arbitration is conducted solely on the basis of documents submitted to the arbitrator, by a telephonic hearing, or by an in-person hearing as established by AAA rules. If the amount in dispute exceeds \$10,000, the right to a hearing will be determined by the AAA Rules.

f. The Arbitrator's Award. An arbitrator's award will consist of a written statement of the disposition of each Dispute and a concise written statement of the essential findings and conclusions on which the award is based. The arbitrator's decision and award are final and binding, subject only to the limited court review permitted under the FAA, and judgment on the award may be entered in any court of competent jurisdiction.

g. Arbitration Fees. Except as otherwise provided in this arbitration provision, Company will pay all arbitration filing, administrative, and arbitrator fees for any arbitration that Company commences or that you commence seeking damages of \$75,000 or less. If You commence an arbitration seeking greater than \$75,000 in damages, arbitration filing, administrative, and arbitrator fees shall be allocated in accordance with the AAA rules. If You cannot pay your share of these fees, you may request a fee waiver from the AAA. In addition, Company will consider reimbursing your share of these fees if you indicate you cannot afford them and, if appropriate, will pay directly all such fees upon your written request prior to the commencement of the arbitration. You are responsible for all additional costs and expenses that you incur in the arbitration, including, but not limited to, attorneys' or expert witness fees and expenses, unless the arbitrator determines that applicable law requires Company to pay those costs and expenses. Notwithstanding the foregoing, if the arbitrator concludes that your claim is frivolous or has been brought for an improper purpose (as measured by the standards of Federal Rule of Civil Procedure 11(b)), then the AAA rules shall govern the allocation of arbitration fees, and you agree to reimburse Company for any amounts Company may have paid on your behalf.

h. Governing Law. Because the Services provided to you involves interstate commerce, the Federal Arbitration Act ("FAA"), not state arbitration law, shall govern the arbitrability of all

disputes under this arbitration provision. Any state statutes pertaining to arbitration shall not be applicable. However, the clear intent of the Company entering in this Agreement with User is to be bound by the substantive law of Pennsylvania. Company and User agree that the arbitrator or arbitrators: (i) are bound to decide the legal issues of the terms and conditions of this Agreement in accordance with the substantive law of Pennsylvania, and (ii) are not authorized to and cannot make an award in equity.

*i. **Waiver of Class and Representative Actions.** YOU AGREE TO ARBITRATE YOUR DISPUTE AND TO DO SO ON AN INDIVIDUAL BASIS; CLASS, REPRESENTATIVE, AND PRIVATE ATTORNEY GENERAL ARBITRATIONS AND ACTIONS ARE NOT PERMITTED.* You and Company agree that each party may bring claims against the other only in your or its individual capacity and may not participate as a class member or serve as a plaintiff in any purported class, representative, or private attorney general proceeding. This arbitration provision does not permit and explicitly prohibits the arbitration of consolidated, class, or representative disputes of any form. In addition, although the arbitrator may award any relief that a court could award that is individualized to the claimant and would not affect other Company account holders, neither You nor Company may seek, nor may the arbitrator award, non-individualized relief that would affect other account holders. Further, the arbitrator may not consolidate or join more than one person's claims unless all parties affirmatively agree in writing. If any of the prohibitions in the preceding paragraph is held to be unenforceable as to a particular claim, then that claim (and only that claim) must be severed from the arbitration and brought in court. In that instance, or any instance when a claim between You and Company proceeds to court rather than through arbitration, You and Company each waive the right to any trial by jury through this Agreement.

*j. **Severability and Survival.*** If any other portion of this Section 7 arbitration provision is determined to be unenforceable, then the remainder of this arbitration provision shall be given full force and effect. The terms of the arbitration provision shall survive termination, amendment or expiration of this Agreement.

*k. **Future changes to Dispute Resolution Agreement.*** If Company makes any changes to this Binding Arbitration provision (other than a change to Company's Notice Address), you may reject any such change by notifying Company via e-mail at [noarbitration@griddy.com](mailto:noarbitration@griddy.com) within 30 days of the change. It is not necessary to submit a rejection of the such changes to this Binding Arbitration provision if you had already properly opted out of arbitration in compliance with the requirements of this Section 2. By rejecting a new change, you are agreeing that we will arbitrate any dispute in accordance with the language of this Binding Arbitration, in accordance with any changes that you did not reject.