

# CNN Terms of Use

## MOBILE APPS/WEBSITE TERMS OF USE

### Welcome to CNN!

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These Terms of Use describe the terms and conditions that govern your use of the current and future online and mobile websites, platforms, services, applications, and networks owned or operated by Cable News Network, Inc. ("CNN"), including without limitation, CNN.com, HLNtv.com, CNNI.com (edition.cnn.com) and cnnespanol.com, and/or for which CNN currently or in the future provides services and/or technology (the "Site" or "Sites"). You accept and agree to be bound by these Terms of Use when you use any of the Sites, without limitation, when you view or access content or videos on any of the Sites.

(A) Governing Terms. These Terms of Use, along with any additional terms and conditions that are referenced herein or that are presented elsewhere on the Site in relation to a specific service or feature and the [CNN Privacy Policy](#), set forth the terms and conditions that apply to your use of the CNN.com Site. By using the Site, you agree to comply with all of the terms and conditions hereof. If you do not agree to these Terms of Use, you should not access or use the Site.

(B) Changes to Terms of Use. CNN may modify the Terms of Use, or any part thereof, or add or remove terms at any time, and such modifications, additions or deletions will be effective immediately upon posting. Your use of the Site after such posting shall be deemed to constitute acceptance by you of such modifications, additions or deletions.

(C) Changes to Site. CNN may change or discontinue any aspect, service or feature of the Site at any time, including, but not limited to, content, hours of availability, and equipment needed for access or use.

(D) Registration. You may be given the opportunity to register via an online registration form to create a user account ("Your Account") that may allow you to receive information from CNN and/or to participate in certain features on the Site such as certain Interactive Areas. CNN will use the information you provide in accordance with the [CNN Privacy Policy](#). By registering you represent and warrant that all information that you provide on the registration form is current, complete and accurate to the best of your knowledge. You agree to maintain and promptly update your registration information on the Site so that it remains current, complete and accurate. During the registration process, you may be required to choose a password and/or user name. You acknowledge and agree that CNN may rely on this password or user name to identify you. You shall be responsible for protecting the confidentiality of your user name(s) or password(s), if any. You are responsible for all use of Your Account, regardless of whether you authorized such access or use, and for ensuring that all use of Your Account complies fully with the provisions of these Terms of Use.

(E) Equipment. You are responsible for obtaining and maintaining all connectivity, computer software, hardware and other equipment needed for access to and use of the Site and all charges related to the same.

## 2. User Content and Conduct; Community Guidelines

The following terms apply to content submitted by users, and user conduct, on the Site's Interactive Areas, including CNN iReport:

(A) Interactive Areas. The Site may contain comments sections, discussion forums, or other interactive features, including CNN iReport, CNN's user-generated news community ("Interactive Areas") in which you may post or upload user-generated content, including but not limited to iReports, comments, video, photos, messages, other materials or items (collectively, "User Content"). You are solely responsible for your use of any Interactive Areas and you use them at your own risk. Interactive Areas are available for individuals aged 13 years or older. By submitting User Content to an Interactive Area, you represent that you are 13 years of age or older and, if you are under the age of 18, you either are an emancipated minor, or have obtained the legal consent of your parent or legal guardian to enter into these Terms of Use, submit content, participate on the Site, and fulfill the obligations set forth in these Terms of Use, which forms a binding contract between you and CNN. Employees of Cable News Network, Inc. may not submit User Content without permission from their supervisors.

(B) Community Guidelines. By submitting any User Content or participating in an Interactive Area within or in connection with the Site, you agree to abide by the following rules of conduct:

or threaten others.

- you know to be false, misleading or inaccurate.
- contains blatant expressions of bigotry, racism, racially or ethnically offensive content, hate speech, abusiveness, vulgarity or profanity.
- contains or advocates pornography or sexually explicit content, pedophilia, incest, bestiality, or that is otherwise obscene or lewd.
- violates any law or advocates or provides instruction on dangerous, illegal, or predatory acts, or discusses illegal activities with the intent to commit them.
- advocates violent behavior.
- poses a reasonable threat to personal or public safety.
- contains violent images of killing or physical abuse that appear to have been captured solely, or principally, for exploitive, prurient, or gratuitous purposes.
- is protected by copyright, trademark, trade secret, right of publicity or other proprietary right without the express permission of the owner of such copyright, trademark, trade secret, right of publicity or other proprietary right. The burden of determining that any User Content is not protected by copyright, trademark, trade secret, right of publicity or other proprietary right rests with you. You shall be solely liable for any damage resulting from any infringement of copyrights, trademarks, trade secrets, rights of publicity or other proprietary rights or any other harm resulting from such a submission. Any person determined by CNN, in its sole discretion, to have violated the intellectual property or other rights of others shall be barred from submitting or posting any further material on the Site.
- does not generally pertain to the designated topic or theme of any Interactive Area.
- contains any unsolicited or unauthorized advertising or promotional materials with respect to products or services, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation.
- You agree not to engage in activity that would constitute a criminal offense or give rise to a civil liability.
- You agree that if necessary, you have the consent of each and every identifiable natural person in any submission to use such persons name or likeness in the manner contemplated by the Site.
- You agree that any person who appears in your submission who is a current member of the Screen Actors Guild (SAG), the American Federation of Television and Radio Actors (AFTRA) or any other rights society is not entitled to compensation by CNN.
- You agree not to impersonate any person or entity, including, but not limited to, CNN or any CNN employee, or falsely state or otherwise misrepresent your affiliation with any person or entity.
- You agree not to represent or suggest, directly or indirectly, CNN's endorsement of User Content.
- You agree not to interfere with any other user's right to privacy, including by harvesting or collecting personally-identifiable information about the Site users or posting private information about a third party.
- You agree not to upload, post or otherwise transmit any User Content, software or other materials which contain a virus or other harmful or disruptive component.
- You agree not to interfere with or disrupt the Site or the servers or networks connected to the Site, or disobey any requirements, procedures, policies or regulations of networks connected to the Site.
- You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purpose, any portion of the Site, use the Site, or access to the Site.
- You agree not to use any service, technology or automated system to artificially inflate the page views that your User Content receives. This includes pay-per-click services, web "robots" and any other current or future technologies. You also agree not to direct any third party to use these services, technologies or automated systems on your behalf.
- You agree not to use any technology, service or automated system to post more User Content than an individual could upload in a given period of time. You also agree not to direct any third party to use these services, technologies or automated systems on your behalf.

Any conduct that in CNN's sole discretion restricts or inhibits anyone else from using or enjoying the Site will not be permitted. CNN reserves the right in its sole discretion to remove or edit User Content by you and to terminate Your Account for any reason.

CNN does not vouch for the accuracy or credibility of any User Content, and does not take any responsibility or assume any liability for any actions you may take as a result of reading User Content posted on the Site. Through your use of Interactive Areas, you may be exposed to content that you may find offensive, objectionable, harmful, inaccurate or deceptive. There may also be risks of dealing with underage persons, people acting under false pretense, international trade issues and foreign nationals. By using Interactive Areas, you assume all associated risks.

(C) Monitoring. CNN shall have the right, but not the obligation, to monitor User Content posted or uploaded to the Site to determine compliance with these Terms of Use and any operating rules established by CNN and to satisfy any law, regulation or authorized government request. Although CNN has no obligation to monitor, screen, edit or remove any of the User Content posted or uploaded to the Site, CNN reserves the right, and has absolute discretion, to screen, edit, refuse to post or remove without notice any User Content posted or uploaded to the Site at any time and for any reason, and you are solely responsible for creating backup copies of and replacing any User Content posted to the Site at your sole cost and expense. In addition, CNN may share personally identifiable information in response to a law enforcement agency's request, or where we believe it is necessary, or as otherwise required or permitted by law. See [CNN Privacy Policy](#).

(D) License to User Content. By submitting User Content to the Site, you automatically grant CNN and its parent company, Turner Broadcasting, System, Inc., the royalty-free, perpetual, irrevocable, non-exclusive right and license, but not the obligation, to use, publish, reproduce, modify, adapt, edit, translate, create derivative works from, incorporate into other works, distribute, sub-license and otherwise exploit such User Content (in whole or in part) worldwide in any form, media or technology now known or hereafter developed for the full term of any copyright that may exist in such User Content, without payment to you or to any third parties. Notwithstanding the foregoing, in the event CNN licenses your iReport as stand-alone content outside of CNN's programming to third parties unaffiliated with CNN, CNN will pay you a percentage of the license fees it actually receives according to rates determined by CNN's licensing division, ImageSource. You agree and acknowledge that any iReport you submit may be entered into the annual iReport Awards. You represent and warrant to CNN that you have the full legal right, power and authority to grant to CNN the license provided for herein, that you own or control the complete exhibition and other rights to the User Content you submitted for the purposes contemplated in this license and that neither the User Content nor the exercise of the rights granted herein shall violate these Terms of Use, or infringe upon any rights, including the right of privacy or right of publicity, constitute a libel or slander against, or violate any common law or any other right of, or cause injury to, any person or entity. You further grant CNN the right, but not the obligation, to pursue at law any person or entity that violates your or CNN's rights in the User Content by a breach of these Terms of Use.

(E) Moral Rights. If it is determined that you retain moral rights (including rights of attribution or integrity) in the User Content, you hereby declare that (a) you do not require that any personally identifying information be used in connection with the User Content, or any derivative works of or upgrades or updates thereto; (b) you have no objection to the publication, use, modification, deletion and exploitation of the User Content by CNN or its licensees, successors and assigns; (c) you forever waive and agree not to claim or assert any entitlement to any and all moral rights of an author in any of the User Content; and (d) you forever release CNN, and its licensees, successors and assigns, from any claims that you could otherwise assert against CNN by virtue of any such moral rights. You also permit any other user to access, view, store or reproduce the User Content for that user's personal use.

(F) No Obligation. User Content submitted by you will be considered non-confidential and CNN is under no obligation to treat such User Content as proprietary information except pursuant to the [CNN Privacy Policy](#). Without limiting the foregoing, CNN reserves the right to use any User Content as it deems appropriate, including, without limitation, deleting, editing, modifying, rejecting, or refusing to post it. CNN is under no obligation to edit, delete or otherwise modify User Content once it has been submitted to CNN. CNN shall have no duty to attribute authorship of User Content to you, and shall not be obligated to enforce any form of attribution by third parties.

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## 6. Disclaimer of Warranty; Limitation of Liability and Time Limitation for Claims.

(A) YOU EXPRESSLY AGREE THAT USE OF THE SITE IS AT YOUR SOLE RISK. NEITHER CNN, ITS PRESENT OR FUTURE PARENT(S), SUBSIDIARIES, OR RELATED ENTITIES (COLLECTIVELY, "TURNER"), NOR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, THIRD PARTY CONTENT PROVIDERS OR LICENSORS WARRANT THAT THE SITE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SITE, OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION, SERVICE, OR MERCHANDISE PROVIDED THROUGH THE SITE.

(B) THE SITE, INCLUDING, WITHOUT LIMITATION, ANY DOWNLOADABLE SOFTWARE, IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THESE TERMS OF USE.

(C) THE SITE MAY OFFER HEALTH, FITNESS, NUTRITIONAL AND OTHER SUCH INFORMATION, BUT SUCH INFORMATION IS DESIGNED FOR EDUCATIONAL AND INFORMATIONAL PURPOSES ONLY. THE INFORMATION CONTAINED ON THE SITE DOES NOT AND IS NOT INTENDED TO CONVEY MEDICAL ADVICE AND DOES NOT CONSTITUTE THE PRACTICE OF MEDICINE. YOU SHOULD NOT RELY ON THIS INFORMATION AS A SUBSTITUTE FOR, NOR DOES IT REPLACE, PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT. CNN IS NOT RESPONSIBLE FOR ANY ACTIONS OR INACTION ON A USER'S PART BASED ON THE INFORMATION THAT IS PRESENTED IN THE SITE.

(D) TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, IN NO EVENT SHALL TURNER, BE LIABLE TO YOU FOR ANY PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER AND/OR DEVICE OR TECHNOLOGY FAILURE OR MALFUNCTION OR FOR ANY FORM OF DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES BASED ON ANY CAUSES OF ACTION ARISING OUT OF USE OF THE SITE OR ANY ALLEGED FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, OR DELAY IN SERVICE, OPERATION, OR TRANSMISSION OF THE SITES, OR ANY ALLEGED COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OF PROPERTY, AND/OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF OR POSTING OF ANY RECORD, CONTENT, OR TECHNOLOGY, PERTAINING TO OR ON THE SITES. YOU AGREE THAT THIS LIMITATION OF LIABILITY APPLIES WHEHER SUCH ALLEGATIONS ARE FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR FALL UNDER ANY OTHER CAUSE OF ACTION, REGARDLESS OF THE BASIS UPON WHICH LIABILITY IS CLAIMED AND EVEN IF TURNER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. WITHOUT LIMITING THE GENERALITY OF THE FORGOING, YOU ALSO SPECIFICALLY ACKNOWLEDGE THAT TURNER IS NOT LIABLE FOR ANY ACTUAL OR ALLEGED DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF OTHER USERS OF THE SITES OR ANY OTHER THIRD PARTIES.

IF APPLICABLE LAW DOES NOT ALLOW ALL OR ANY PART OF THE ABOVE LIMITATION OF LIABILITY TO APPLY TO YOU, THE LIMITATIONS WILL APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW. THIS LIMITATION OF LIABILITY PROVISION APPLIES TO NEW JERSEY RESIDENTS.

(E) CNN DISCLAIMS ANY AND ALL LIABILITY OF ANY KIND FOR ANY UNAUTHORIZED ACCESS TO OR USE OF YOUR PERSONALLY IDENTIFIABLE INFORMATION. BY ACCESSING THE SITE, YOU ACKNOWLEDGE AND AGREE TO CNN'S DISCLAIMER OF ANY SUCH LIABILITY. IF YOU DO NOT AGREE, YOU SHOULD NOT ACCESS OR USE THE SITE.

(F) TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING IN ANY WAY TO THE SERVICE OR YOUR USE OF THE SERVICE AND/OR SITE, THESE TERMS OF USE, OR THE RELATIONSHIP BETWEEN US, MUST BE COMMENCED WITHIN ONE YEAR OF THE RELEVANT EVENTS. A DISPUTE IS COMMENCED IF IT IS FILED IN AN ARBITRATION OR, IF THE DISPUTE IS NON-ARBITRABLE, A COURT WITH JURISDICTION, DURING THE ONE-YEAR PERIOD. IF YOU OR WE PROVIDE NOTICE OF A DISPUTE UNDER SECTION 12 (DISPUTE RESOLUTION), THE ONE-YEAR PERIOD IS TOLLED FOR 60 DAYS FOLLOWING RECEIPT OF THE NOTICE OF DISPUTE. YOU AND WE EACH WAIVE—THAT IS, GIVE UP—THE RIGHT TO PURSUE ANY DISPUTE, CLAIM OR CONTROVERSY THAT IS NOT FILED WITHIN ONE YEAR AND ANY RIGHT YOU OR WE MAY HAVE HAD TO PURSUE THAT DISPUTE, CLAIM OR CONTROVERSY IN ANY FORUM IS PERMANENTLY BARRED.



You agree to defend, indemnify and hold harmless CNN, its affiliates and their respective directors, officers, employees and agents from and against all claims and expenses, including attorneys' fees, arising out of the use of the Site by you or your Account. CNN reserves the right to take over the exclusive defense of any claim for which we are entitled to indemnification under this Section. In such event, you shall provide CNN with such cooperation as is reasonably requested by CNN.

## 8. Termination.

CNN may terminate or suspend these Terms of Use at any time without notice to you. Without limiting the foregoing, CNN shall have the right to immediately terminate Your Account in the event of any conduct by you which CNN, in its sole discretion, considers to be unacceptable, or in the event of any breach by you of these Terms of Use. The provisions of Sections 1 - 13 shall survive termination of these Terms of Use.

## 9. Trademarks.

CNN, its parent, subsidiaries and affiliates, own all rights to their logos and trademarks used in connection with the Site. All other logos and trademarks appearing on the Site are the property of their respective owners.

## 10. Governing Law and Venue.

The content, data, video, and all other material and features on the Site are presented for the purpose of providing entertainment, news and/or information and/or promoting programs, films, music, games, and other products and/or services that are or may become available in the United States, its territories, possessions, and protectorates.

Any and all disputes, claims and controversies arising out of or in connection with your access to, and/or use of the Sites, and/or the provision of content, services, and/or technology on or through the Sites shall be governed by and construed exclusively in accordance with the laws and decisions of the State of New York applicable to contracts made, entered into and performed entirely therein, without giving effect to its conflict of laws provisions, except to the extent that law is inconsistent with or preempted by federal law. To the extent that a dispute is not subject to arbitration under Section 12 (Dispute Resolution) of this Agreement, that action shall be brought in the appropriate state or federal court located in New York County, New York; and we both irrevocably consent to the exclusive jurisdiction and venue of the state or federal courts in New York County, New York for the adjudication of all non-arbitral claims.

## 11. Severability.

Except as specified in Section 12 (Dispute Resolution), if any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable for this Agreement and shall not affect the validity and enforceability of any remaining provisions. This is the entire agreement between the parties relating to the matters contained herein.

## 12. Dispute Resolution.

Summary:

Our customer-service department can resolve most customer concerns quickly and to the customer's satisfaction. Please contact CNN at [cnn.com/feedback](https://cnn.com/feedback). **In the unlikely event that you're not satisfied with customer service's solution (or if CNN has not been able to resolve a dispute it has with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction.**

Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Unless expressly limited by this Dispute Resolution provision, arbitrators can award the same damages and relief that a court can award. **Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted.** For any non-frivolous claim that does not exceed \$75,000, we will pay all costs of the arbitration. Moreover, in arbitration you are entitled to recover attorneys' fees from us to at least the same extent as you would be in court.

In addition, under certain circumstances (as explained below), we will pay you more than the amount of the arbitrator's award and will pay your attorney (if any) twice his or her reasonable attorneys' fees if the arbitrator awards you an amount that is greater than what we have offered you to settle the dispute.

### Arbitration Agreement

**(1) Claims Subject to Arbitration:** CNN and you agree to arbitrate **all disputes and claims** between us, except for claims arising from bodily injury or that pertain to enforcing, protecting, or the validity of your or our intellectual property rights (or the intellectual property rights of any of our licensors, affiliates and partners). This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

- claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising);
- claims for mental or emotional distress or injury not arising out of physical bodily injury;
- claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- claims that may arise after the termination of this Agreement.

References to "CNN," "you," and "us" include our respective subsidiaries, affiliates, agents, employees, licensees, licensors, and providers of content as of the time your or our claim arises; our respective predecessors in interest, successors, and assigns (including AT&T and its affiliates); and all authorized or unauthorized users or beneficiaries of Services under this or prior Agreements between us. Notwithstanding the foregoing, either party may bring an action in small claims court seeking only individualized relief, so long as the action remains in that court and is not removed or appealed to a court of general jurisdiction. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against us on your behalf. **You agree that, by entering into this Agreement, you and we are each waiving the right to a trial by jury or to participate in a class action.** This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

**(2) Pre-Arbitration Notice of Disputes:** A party who intends to seek arbitration must first send to the other a written Notice of Dispute ("Notice"). The Notice to CNN should be sent by certified mail to: General Counsel, WarnerMedia News & Sports, 1 CNN Center, Atlanta, GA 30303 ("Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand").

If we and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or we may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by us or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or us is entitled. You may download a form to initiate arbitration at: [adr.org/sites/default/files/Consumer\\_Demand\\_for\\_Arbitration\\_Form\\_1.pdf](https://adr.org/sites/default/files/Consumer_Demand_for_Arbitration_Form_1.pdf).

**(3) Arbitration Procedure:** The arbitration will be governed by the Consumer Arbitration Rules ("AAA Rules") of the American Arbitration Association ("AAA"), as modified by this arbitration provision, and will be administered by the AAA. (If the AAA is unavailable, another arbitration provider shall be selected by the parties or by the court.) The AAA Rules are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by requesting them in writing at the Notice Address. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision or whether a dispute can or must be brought in arbitration are for the court to decide. The arbitrator may consider but shall not be bound by rulings in other arbitrations involving different customers. Unless we and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Except as provided in subsection (6) below, the arbitrator can award the same damages and individualized relief that a court can award under applicable law.

**(4) Arbitration Fees:** After we receive notice at the Notice Address that you have commenced arbitration, we will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than \$75,000 in value. (The filing fee currently is \$200 but is subject to change by the arbitration provider. If you are unable to pay this fee, we will pay it directly upon receiving a written request at the Notice Address.) We will pay all AAA filing, administration, and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse us for all monies we previously paid that are otherwise your obligation to pay under the AAA Rules. In addition, if you initiate an arbitration in which you seek relief valued at greater than \$75,000 (either to you or to us), the payment of these fees will be governed by the AAA rules.

**(5) Alternative Payment and Attorney Premium:** If you initiated arbitration in accordance with the notice requirements above in subsection (2) and the arbitrator issues an award in your favor that is greater than the value of our last written settlement offer made before an arbitrator was selected, then we will:

- pay you the amount of the award or \$10,000 ("the alternative payment"), whichever is greater; and
- pay your attorney, if any, twice the amount of attorneys' fees, and reimburse any expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration ("the attorney premium").

If we did not make a written offer to settle the dispute before an arbitrator was selected, you and your attorney will be entitled to receive the alternative payment and the attorney premium, respectively, if the arbitrator awards you any relief on

party made within 14 days of the arbitrator's ruling on the merits. In assessing whether an award that includes attorneys' fees or expenses is greater than the value of our last written settlement offer, the calculation shall include only the portion of the award representing attorneys' fees or expenses that you reasonably incurred pursuing the arbitration through the date of our settlement offer.

The right to the attorney premium supplements any right to attorneys' fees and expenses you may have under applicable law. Thus, if you would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding you that amount. However, you may not recover both the attorney premium and a duplicative award of attorneys' fees or costs. Although under some laws we may have a right to an award of attorneys' fees and expenses if we prevail in an arbitration, we agree that we will not seek such an award.

**(6) Requirement of Individual Arbitration:** The arbitrator may 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 claim. **YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING.** Further, unless both you and we agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative, class, or private attorney general proceeding. If, after exhaustion of all appeals, any of these prohibitions on non-individualized declaratory or injunctive relief; class, representative, and private attorney general claims; and consolidation are found to be unenforceable with respect to a particular claim or with respect to a particular request for relief (such as a request for injunctive relief sought with respect to a particular claim), then that claim or request for relief shall be severed, and all other claims and requests for relief shall be arbitrated.

**(7) Future Changes to Arbitration Provision:** Notwithstanding any provision in this Agreement to the contrary, we agree that if we make any future change to this arbitration provision (other than a change to the Notice Address), you may reject any such change by sending us written notice within 30 days of the change to the arbitration Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this provision.

### 13. Miscellaneous.

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