



CareerAscent Terms of Use

Welcome to EAB.com! EAB Global, Inc. (“EAB”), together with its subsidiaries, provide the CareerAscent Platform (the “Platform”) to help students learn about and apply to early career opportunities.

Please read these Terms of Use (“TOUs”) carefully. By accessing, browsing, and/or using the Platform, or the features, content or applications thereof, or any Internet-related media and email from EAB in any way (the “EAB Services”), you represent and warrant that you have the right, authority, and capacity to enter into these TOUs. If you do not wish to be bound by these TOUs, you may not access or use EAB Services.

THESE TOUs INCLUDE A CLASS ACTION WAIVER AND A WAIVER OF JURY TRIALS AND REQUIRE BINDING ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES.

Please note that these TOUs may be updated at any time in EAB’s sole discretion. If you do not agree to any change(s), you shall stop using the EAB Services; otherwise, your continued use of the EAB Services constitutes your acceptance of such change(s). Please regularly refer the most current version of these TOUs on EAB’s website.

1. EAB Services

The EAB Services and the information and content available on the Platform (collectively, the “EAB Properties”) are protected by copyright laws throughout the world. Subject to these TOUs, EAB grants you a limited license to reproduce portions of the EAB Properties for the sole purpose of using the EAB Services for your personal or internal business purposes. Unless otherwise specified by EAB in a separate license, your right to use any EAB Properties is subject to these TOUs.

You understand that EAB Properties are evolving. As a result, EAB may require you to accept updates to EAB Properties. You acknowledge and agree that EAB may update EAB Properties with or without notifying you. You may need to update third-party software from time to time in order to receive the EAB Services or use EAB Properties.

The rights granted to you in these TOUs are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit EAB Properties or any portion of EAB Properties, including the Platform; (b) you shall not frame or utilize framing techniques to enclose any trademark, logo, or other EAB Properties (including images, text, page layout or form) of EAB; (c) you shall not use any metatags or other “hidden text” using EAB’s name or trademarks; (d) you shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile, or reverse engineer any part of EAB Properties except to the extent the foregoing restrictions are expressly prohibited by applicable law; (e) you shall not use any manual or automated software, devices or other processes (including but not

limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to “scrape” or download data from any web pages contained in the website (except that we grant the operators of public search engines revocable permission to use spiders to copy materials from the website for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (f) you shall not access EAB Properties in order to build a similar or competitive website, application or service; (g) except as expressly stated herein, no part of EAB Properties may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means; and (h) you shall not remove or destroy any copyright notices or other proprietary markings contained on or in EAB Properties. Any future release, update or other addition to EAB Properties shall be subject to these TOUs. EAB, its suppliers and service providers reserve all rights not granted in these TOUs. Any unauthorized use of EAB Properties terminates the licenses granted by EAB pursuant to these TOUs.

2. Eligibility

You hereby represent and warrant that (i) you are 13 years of age or older; (ii) your use of the EAB Properties does not violate any applicable law or regulation, including the Children’s Online Privacy Protection Act (“COPPA”); and (iii) if you are a parent or legal guardian of a user under the age of 18, by allowing your child to use the EAB Properties, you are subject to these TOUs and responsible for your child’s activity on the EAB Properties.

If you are using the EAB Properties on behalf of a company or organization, you further represent and warrant that (i) you have the authority to act on behalf of that entity, and that such entity accepts these TOUs, (ii) you are a recruiter, administrator, staff and/or authorized representative of an organization with authority to recruit and market to candidates on behalf of the organization you represent, (iii) you are not recruiter with a recruiting firm or any other business, association or organization (whether for profit or not-for-profit) whose purpose is to recruit prospective candidates on behalf of employers, unless otherwise agreed to with EAB, (iv) you will use the EAB Properties in accordance with all applicable laws, rules, and regulations, and (v) you will not use the EAB Properties in any manner except for the stated purpose or as requested by EAB.

You acknowledge that EAB reserves the right to limit EAB Services to any person, geographic region, or jurisdiction.

3. Privacy Obligations

By using the EAB Services, you acknowledge receipt of, and agree to the terms of the EAB Privacy Policy describing EAB’s personal information collection, use and disclosure practices, available at <http://www.eab.com/privacy-policy>.

Candidates agree and acknowledge that the EAB Services include reporting to your higher ed institution of record metrics regarding your engagement with the CareerAscent site which may include profile completion, recommendations received, interviews extended, and interviews accepted.

4. Your Registration Obligations

In order to access certain features of EAB Properties, you may be required to become a Registered User. For purposes of these TOU, a “Registered User” is a user who has registered an account on the EAB Services (“Account”).

In consideration of your use of the EAB Services, you agree to (a) provide true, accurate, current and complete information about yourself as required by the EAB Services (such information being “Registration Data”), and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. The information you provide EAB during the registration process will help EAB in offering content, customer service, and network management. You agree not to create an Account using a false identity or information, or on behalf of someone other than yourself. If you provide any information that is untrue, inaccurate, not current or incomplete, the output of the EAB Services may negatively be affected. As a result, EAB has the right to suspend or terminate your account and refuse any and all current or future use of the EAB Services, or any portion thereof. You agree not to create an Account or use EAB Properties if you have been previously removed by EAB, or if you have been previously banned from any of the EAB Properties.

5. Your Content

You acknowledge that all content, including EAB Properties, is the sole responsibility of the party from whom such content originated. This means that you, and not EAB, are entirely responsible for all content that you upload, post, e-mail, transmit or otherwise make available (“Make Available”) through EAB Properties (“Your Content”), and that you and other users of EAB Properties, and not EAB, are similarly responsible for all content they Make Available through EAB Properties (“User Content”). Any reliance on User Content is at your own risk.

You acknowledge that EAB has no obligation to pre-screen any content (including, but not limited to, User Content), although EAB reserves the right in its sole discretion to pre-screen, refuse or remove any content. By entering into these TOUs, you hereby provide your irrevocable consent to such monitoring. In the event that EAB pre-screens, refuses or removes any content, you acknowledge that EAB will do so for EAB’s benefit, not yours. Without limiting the foregoing, EAB shall have the right to remove any content that violates these TOUs or is otherwise objectionable.

6. Ownership

Except with respect to Your Content and User Content, you agree that EAB own all rights, title and interest in EAB Properties. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the EAB Services or EAB Properties.

EAB’s stylized name and other related graphics, logos, service marks and trade names used on or in connection with EAB Properties are the trademarks of EAB and may not be used without permission in connection with any third-party products or services. Other trademarks, service

marks and trade names that may appear on or in EAB Properties are the property of their respective owners.

Except with respect to Your Content, you agree that you have no right or title in or to any content that appears on or in EAB Properties.

EAB does not claim ownership of Your Content. However, when you as a user post or publish Your Content on or in EAB Properties, you represent that you own and/or have a royalty-free, perpetual, irrevocable, worldwide, non-exclusive right (including any moral rights) and license to use, license, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, derive revenue or other remuneration from, and communicate to the public, perform and display Your Content (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or later developed, for the full term of any worldwide intellectual property right that may exist in Your Content.

Subject to any applicable account settings that you select, you grant EAB a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive and fully sublicensable right (including any moral rights) and license to use, license, distribute, reproduce, modify, adapt, publicly perform, and publicly display Your Content (in whole or in part) for the purposes of operating and providing EAB Properties to you and to our other users. Please remember that other users may search for, see, use, modify and reproduce any of Your Content that you submit to any “public” area of EAB Properties. You warrant that the holder of any worldwide intellectual property right, including moral rights, in Your Content, has completely and effectively waived all such rights and validly and irrevocably granted to you the right to grant the license stated above. You agree that you, not EAB, are responsible for all of Your Content that you Make Available on or in EAB Properties.

We encourage you to download and print a reasonable number of copies of content for noncommercial personal or internal business use only; provided that (i) any permitted copies of content contain, in an unmodified form, any copyright or other proprietary rights notices contained in the content and an original source attribution to EAB and the applicable URL, and (ii) no modifications of any of the content are made except as may be expressly provided by EAB or the third-party provider on the platform containing the applicable content. You acknowledge that EAB and/or third-party providers remain the owners of the content and that you do not acquire any intellectual property rights in such content by downloading or printing the content.

You agree that submission of any ideas, suggestions, documents, and/or proposals to EAB through its suggestion, feedback, wiki, forum or similar pages (“Feedback”) is at your own risk and that EAB has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to EAB a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights, in connection with the operation and maintenance of EAB Properties.

7. User Conduct

As a condition of use, you agree not to use EAB Properties for any purpose that is prohibited by these TOUs, the General Posting and Acceptable Use Terms or by applicable law. You shall not (and shall not permit any third-party) either (a) to take any action or (b) Make Available any content on or through EAB Properties that: (i) infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any person or entity; (ii) is unlawful, threatening, abusive, harassing, bullying, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, offensive, or profane; (iii) constitutes unauthorized or unsolicited advertising, junk or bulk e-mail; (iv) involves commercial activities and/or sales without EAB's prior written consent, such as contests, sweepstakes, barter, advertising, or pyramid schemes; (v) impersonates any person or entity, including any employee or representative of EAB; (vi) interferes with or attempts to interfere with the proper functioning of EAB Properties or uses EAB Properties in any way not expressly permitted by these TOUs; or (vii) to attempt or engage in, any potentially harmful acts that are directed against EAB Properties, including but not limited to violating or attempting to violate any security features of EAB Properties, using manual or automated software or other means to access, "scrape," "crawl" or "spider" any pages contained in EAB Properties, introducing viruses, worms, or similar harmful code into EAB Properties, or interfering or attempting to interfere with use of EAB Properties by any other user, host or network, including by means of overloading, "flooding," "spamming," "mail bombing", or "crashing" EAB Properties. WE RESERVE THE RIGHT TO SUSPEND OR TERMINATE ANY USER'S ACCOUNT AND/OR ACCESS TO THE EAB PROPERTIES, AT IT SOLE DISCRETION, IF ANY USER VIOLATES THIS SECTION 7 OR IF WE REASONABLY SUSPECT THAT A USER HAS OR WILL VIOLATE THIS SECTION 7.

8. Investigations

EAB may, but is not obligated to, monitor or review EAB Properties and content at any time. Without limiting the foregoing, EAB shall have the right, in its sole discretion, to remove any of Your Content for any reason (or no reason), including if such content violates these TOUs or any applicable law. Although EAB does not generally monitor user activity occurring in connection with EAB Properties, if EAB becomes aware of any possible violations by you of any provision of the TOUs, EAB reserves the right to investigate such violations, and EAB may, at its sole discretion, immediately terminate your license to use EAB Properties, or change, alter or remove Your Content, in whole or in part, without prior notice to you.

9. Product Research

You agree that EAB may reach out to you to collect feedback on the EAB Services.

10. Third Party Services

Some links provided in accordance with the EAB Services lead to sites posted by third parties. Because EAB has no control over these sites, EAB is not responsible for such sites' accessibility via the Internet and does not endorse products, services, or information provided by such sites. As such, EAB shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with, use or reliance on any user or other content, goods, or services available on or through any other site. Further, the inclusion of these links does not imply that the other sites have given permission for inclusion of these links, or that there is any relationship between EAB and the linked sites. EAB is an independent

operating company and reference to other companies does not imply any partnership, joint venture, or other legal connection where EAB would be responsible for the actions of its partners. You should review applicable terms and policies, including privacy and data gathering practices, of any third party sites, and should investigate as you feel necessary or appropriate before proceeding with any transaction with any such third party.

11. Indemnification

You agree to indemnify and hold EAB, and its affiliates, officers, agents, partners, and employees (the "EAB Parties") harmless from any losses, costs, liabilities and expenses, including reasonable attorney's fees, relating to or arising out of: (a) Your Content, (b) your use of, or inability to use, the EAB Properties, (c) your breach of the TOUs, (d) your violation of any rights of another party, including any user, and (e) your violation of any applicable laws, rules or regulations. EAB reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with EAB in asserting any available defense. You agree that the provisions in this section will survive any termination of your Account, these TOUs, or your access to the EAB Properties.

12. Disclaimer of Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF EAB PROPERTIES IS AT YOUR SOLE RISK, AND EAB PROPERTIES ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS, WITH ALL FAULTS. EAB PARTIES EXPRESSLY DISCLAIMS WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR AUDIENCE, AND NON-INFRINGEMENT.

EAB IS NOT RESPONSIBLE FOR ANY INFORMATION OR CONTENT CONTAINED WITHIN THE EAB PROPERTIES AND MAKES NO REPRESENTATIONS ABOUT THE SUITABILITY OF THE INFORMATION CONTAINED IN THE EAB PROPERTIES FOR ANY PURPOSE OR AUDIENCE OR ABOUT ITS LEGITIMACY, LEGALITY, VALIDITY, ACCURACY, CORRECTNESS, RELIABILITY, QUALITY, STABILITY, COMPLETENESS, OR CURRENTNESS. ALL SUCH INFORMATION IS SOLELY PROVIDED BY THIRD PARTIES OR OTHER USERS OF THE EAB PROPERTIES.

THE EAB PARTIES DO NOT WARRANT THAT THE EAB SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR VIRUS-FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE EAB PROPERTIES OR AS TO THE ACCURACY, RELIABILITY, SUITABILITY OR CONTENT OF THE EAB PROPERTIES.

YOU ACKNOWLEDGE AND AGREE THAT EAB PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD EAB PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OPERATORS OF EXTERNAL SITES AND THE MANUFACTURERS AND DEVELOPERS OF HARDWARE, SOFTWARE AND CONTENT FOR THE VR SERVICES, AND THAT THE RISK OF INJURY FROM SUCH THIRD PARTIES RESTS ENTIRELY WITH YOU.

YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF EAB PROPERTIES. YOU UNDERSTAND THAT EAB DOES NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS OF EAB PROPERTIES.

CANDIDATES ACKNOWLEDGE THAT NO INFORMATION PROVIDED OR AVAILABLE ON THE PLATFORM IS AN INDICATION OF A CANDIDATE'S CHANCES OF RECEIVING AN INTERVIEW OR BEING OFFERED EMPLOYMENT. THE EAB PROPERTIES MAY NOT IDENTIFY ANY MATCHES FOR PARTICULAR CANDIDATES, OR THE EAB PROPERTIES MAY IDENTIFY MATCHES THAT A CANDIDATE DOES NOT DEEM A GOOD FIT. SUCH CASES WILL NOT BE CONSIDERED A FAILURE OR A BREACH OF THESE TOUS ON THE PART OF EAB. ALL EMPLOYMENT DECISIONS ARE MADE EXCLUSIVELY BY THE EMPLOYERS (REGARDLESS OF THEIR AFFILIATION WITH EAB). EAB MAKES NO GUARANTEE OF EMPLOYMENT OR CONSIDERATION THEREFOR.

EMPLOYERS ACKNOWLEDGE THAT THE EAB PROPERTIES MAY NOT IDENTIFY ANY MATCHES FOR YOUR ORGANIZATION, OR THAT EAB PROPERTIES MAY IDENTIFY MATCHES THAT THE EMPLOYER DOES NOT DEEM A GOOD FIT OR APPROPRIATE. SUCH CASES WILL NOT BE CONSIDERED A FAILURE OR A BREACH OF THESE TOUS ON THE PART OF EAB. SUCH CASES WILL NOT BE CONSIDERED A FAILURE OR A BREACH OF THESE TOUS ON THE PART OF EAB. ALL EMPLOYMENT DECISIONS ARE MADE EXCLUSIVELY BY THE EMPLOYERS.

13. Limitation of Liability

YOU UNDERSTAND AND AGREE THAT IN NO EVENT SHALL EAB PARTIES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES (EVEN IF EAB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT OF YOUR USE OF OR INABILITY TO ACCESS OR USE THE EAB PROPERTIES, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE OR ANTICIPATED PROFITS, LOSS OF GOODWILL, LOST BUSINESS, LOST DATA, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER DAMAGES OR LOSSES THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETIONS OF FILES, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT LIMITED TO ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO EAB'S RECORDS, PROGRAMS, OR SERVICES. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES EAB'S LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

IN ADDITION, EAB PARTIES WILL NOT BE LIABLE IN RESPECT OF THE FOLLOWING: (A) ANY DECISIONS MADE BY YOU AS A RESULT OF YOUR USE OF THE EAB PROPERTIES OR AS A RESULT OF ANY TRANSACTIONS MADE USING THE EAB PROPERTIES BY YOU, (B) ANY EAB SERVICE INACCURACIES OR (C) YOUR MISUSE OF THE EAB PROPERTIES.

NOTHING IN THESE TOUS SHALL AFFECT THE STATUTORY RIGHTS OF ANY CONSUMER OR EXCLUDE OR RESTRICT ANY LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM THE NEGLIGENCE OR FRAUD OF EAB PARTIES.

14. Notice of Copyright Infringement

If you believe content posted on the EAB Properties infringes your copyright rights, please provide our Copyright Agent with the following information: (1) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (2) a description of the copyrighted work that you claim has been infringed; (3) a description of the location on the EAB Properties of the material that you claim is infringing; (4) your address, telephone number and e-mail address; (5) a written statement that you have a good faith belief

that the disputed use is not authorized by the copyright owner, its agent or the law; and (6) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Correspondence to our Copyright Agent regarding notice of claims of copyright infringement should be addressed to: EAB, c/o General Counsel, 2445 M Street, NW, Washington DC 20037.

15. Term and Termination

These TOUs commence on the date when you accept them and remain in full force and effect while you use EAB Properties, unless terminated earlier in accordance with the TOUs. Notwithstanding the foregoing, if you used EAB Properties prior to the date you accepted the TOUs, you hereby acknowledge and agree that the TOUs commenced on the date you first used EAB Properties (whichever is earlier) and will remain in full force and effect while you use EAB Properties, unless earlier terminated in accordance with the TOUs.

You may discontinue your participation in and access to the EAB Properties at any time. If you want to terminate the EAB Services provided by EAB, you may do so by (a) notifying EAB at any time and (b) closing your Account for all of the EAB Services that you use. Your notice should be sent, in writing, to EAB's address set forth in Section 17 below.

Termination of any Service includes removal of access to such Service and barring of further use of the Service. Termination of all Services also includes all related information, files and content associated with or inside your Account (or any part thereof), including Your Content. Upon termination of any Service, your right to use such Service will automatically terminate immediately. You understand that any termination of Services may involve deletion of Your Content associated therewith from our live databases. EAB will not have any liability whatsoever to you for any suspension or termination, including for deletion of Your Content. All provisions of the TOUs which by their nature should survive, shall survive termination of Services, including without limitation, ownership provisions, warranty disclaimers, and limitation of liability.

16. Arbitration Agreement

All claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) in connection with the TOUs or the use of any product or service provided by EAB that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under the terms of this Arbitration Agreement. Unless otherwise agreed to, all arbitration proceedings shall be held in English. This Arbitration Agreement applies to you and EAB, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under the TOUs.

Before either party may seek arbitration, the party must first send to the other party a written Notice of Dispute ("Notice") describing the nature and basis of the claim or dispute, and the requested relief. A Notice to EAB should be sent to: Attn: General Counsel, 2445 M Street, NW, Washington DC 20037.

After the Notice is received, you and EAB may attempt to resolve the claim or dispute informally. If you and EAB do not resolve the claim or dispute within thirty (30) days after the

Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.

Arbitration shall be initiated through the American Arbitration Association (“AAA”), an established alternative dispute resolution provider (“ADR Provider”) that offers arbitration as set forth in this section. If AAA is not available to arbitrate, the parties shall agree to select an alternative ADR Provider. The rules of the ADR Provider shall govern all aspects of the arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with the TOUs. The AAA Consumer Arbitration Rules governing the arbitration are available online at www.adr.org or by calling the AAA at 1-800-778-7879. The arbitration shall be conducted by a single, neutral arbitrator. Any claims or disputes where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US \$10,000.00) may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (US \$10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. Any hearing will be held in a location within 100 miles of your residence, unless you reside outside of the United States, and unless the parties agree otherwise. If you reside outside of the U.S., the arbitrator shall give the parties reasonable notice of the date, time and place of any oral hearings. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. If the arbitrator grants you an award that is greater than the last settlement offer that EAB made to you prior to the initiation of arbitration, EAB will pay you the greater of the award or \$2,500.00. Each party shall bear its own costs (including attorney’s fees) and disbursements arising out of the arbitration and shall pay an equal share of the fees and costs of the ADR Provider.

If non-appearance based arbitration is elected, the arbitration shall be conducted by telephone, online and/or based solely on written submissions; the specific manner shall be chosen by the party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise agreed by the parties.

If you or EAB pursue arbitration, the arbitration action must be initiated and/or demanded within the statute of limitations (i.e., the legal deadline for filing a claim) and within any deadline imposed under the AAA Rules for the pertinent claim.

If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of you and EAB, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages, and to grant any non-monetary remedy or relief available to an individual under applicable law, the AAA Rules, and the TOUs. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and EAB.

THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in a court and are subject to very limited review by a court. In the event any litigation should arise between you and EAB in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND EAB WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that

the dispute be resolved by a judge.

ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER.

All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce this Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.

If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Agreement shall continue in full force and effect.

Any or all of the rights and limitations set forth in this Arbitration Agreement may be waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Arbitration Agreement.

This Arbitration Agreement will survive the termination of your relationship with EAB.

Notwithstanding the foregoing, either you or EAB may bring an individual action in small claims court.

Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Arbitration Agreement.

Notwithstanding the foregoing, claims of defamation, violation of the Computer Fraud and Abuse Act, and infringement or misappropriation of the other party's patent, copyright, trademark or trade secrets shall not be subject to this Arbitration Agreement.

In any circumstances where the foregoing Arbitration Agreement permits the parties to litigate in court, the parties hereby agree to the laws of the District of Columbia and to submit to the personal jurisdiction of the courts located within the District of Columbia for such purpose.

17. General Provisions

The communications between you and EAB use electronic means, whether you visit EAB Properties or send EAB e-mails, or whether EAB posts notices on EAB Properties or communicates with you via e-mail. For contractual purposes, you (1) consent to receive communications from EAB in an electronic form; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications that EAB provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights.

If you have any questions, complaints or claims with respect to the EAB Services, please contact our customer service department using the contact information available on the EAB Services. We will do our best to address your concerns.

You hereby release EAB Parties and their successors from claims, demands, any and all losses, damages, rights, and actions of any kind, including personal injuries, death, and property damage, that is either directly or indirectly related to or arises from any interactions with or conduct of other users or third-party websites of any kind arising in connection with or as a result of the TOUs or your use of EAB Properties. If you are a California resident, you hereby waive California Civil Code Section 1542, which states, "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor."

The TOUs, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated, or otherwise transferred by you without EAB's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

EAB shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

Any waiver or failure to enforce any provision of these TOUs on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

If any provision of these TOUs is, for any reason, held to be invalid or unenforceable, the other provisions will remain enforceable, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

You may not use, export, import, or transfer EAB Properties except as authorized by U.S. law, the laws of the jurisdiction in which you obtained EAB Properties, and any other applicable laws. In particular, but without limitation, EAB Properties may not be exported or re-exported (a) into any United States embargoed countries; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List. By using EAB Properties, you represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You also will not use EAB Properties for any purpose prohibited by U.S. law, including the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. You acknowledge and agree that products, services or technology provided by EAB are subject to the export control laws and regulations of the United States. You shall comply with these laws and regulations and shall not, without prior U.S. government authorization, export, re-export, or transfer EAB products, services or technology, either directly or indirectly, to any country in violation of such laws and regulations.

Where EAB requires that you provide an e-mail address, you are responsible for providing EAB with your most current e-mail address. In the event that the last e-mail address you

provided to EAB is not valid, or for any reason is not capable of delivering to you any notices required/permitted by the TOUs, EAB's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to EAB at the following address: Attn: General Counsel, 2445 M Street, NW, Washington DC 20037.

In accordance with California Civil Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

These TOUs are the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.