

# TERMS OF SERVICE AGREEMENT

Effective Date: July 11, 2016

This Terms of Service Agreement governs your use of the [www.politico.com](http://www.politico.com) website, any other website with links to this Terms of Service Agreement, and all mobile websites and applications associated therewith (collectively, the "Site"). The Site is provided to you by Politico, ("we" or "us"), a publication of POLITICO LLC. Unless explicitly stated otherwise, any new platforms, features or functionality made available to the public by POLITICO LLC shall be subject to this Terms of Service Agreement which constitutes a binding legal contract between you and us. By using the Site, you accept its terms.

**THIS TERMS OF SERVICE AGREEMENT INCLUDES A CLASS ACTION WAIVER AND A WAIVER OF JURY TRIALS, AND REQUIRES BINDING ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE MOST DISPUTES.**

**THESE TERMS LIMIT THE REMEDIES THAT MAY BE AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.**

The Internet is an evolving medium. If we need to change this Terms of Service Agreement at some point in the future, we'll post the modified Terms of Service Agreement on this Site and update the Effective Date of the policy to reflect the date of the changes. By continuing to use the Site after we post any such changes, you accept the Terms of Service Agreement as modified.

We reserve the right to deny access to this Site, or any service provided via this Site, to anyone who violates this Terms of Service Agreement or who, in our judgment, interferes with the ability of others to enjoy this Site, or infringes the rights of others.

## PRIVACY

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We respect the privacy of the users of our Site. Please take a moment to review our [Privacy Policy](#).

## INTELLECTUAL PROPERTY RIGHTS

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Our Limited License to You. The materials available through this Site are our property of or the property of our affiliates or licensors, and are protected by copyright, trademark and other intellectual property laws. You may use the Site, and materials on the Site, for your personal, non-commercial use only, provided you keep intact all copyright and other proprietary notices. You may not decompile or reverse engineer any part of the Site. You may not otherwise download, republish, retransmit or reproduce any of the materials (including any video or still photographs) without the prior written consent of the owner. You may not distribute copies of materials found on this Site in any form (including by email or other electronic means) without prior written

permission from the owner. Of course, you're free to encourage others to access the information themselves on our Site and to tell them how to find it.

**Your License to Us.** By submitting material to us, you are representing that you are the owner of the material, or are making your submission with the express consent of the owner. By submitting material to any public posting areas of this Site, such as any message boards, classifieds, forums, or community publishing areas, you agree that we, including our partners, agents, affiliates and service providers (collectively, "Third Party Providers"), may reproduce, modify, and distribute such material as we see fit in any medium and for any purpose. You grant us the world-wide, royalty free and non-exclusive license to reproduce, modify, adapt and publish such material on the Site. You also grant us the royalty-free, perpetual, irrevocable, non-exclusive and fully sublicensable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such material (in whole or part) worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed. You also agree that we, including our Third Party Providers, may identify you as the author of any of your postings by name, email address or screen name as we see appropriate. We also reserve the right (but assume no obligation) to delete, move, or edit any postings that come to our attention that we consider unacceptable or inappropriate, whether for legal or other reasons.

**Trademarks.** The Politico trademarks, service marks, product and service names, and other corporate indicia (the "Politico Marks") are the property of POLITICO LLC. You agree not to display or use in any manner any of Politico Marks without our prior permission.

**Links.** You may establish a hypertext link to this Site so long as the link does not state or imply any sponsorship of or affiliation with your site by us.

**No Framing.** You may not, without our prior written permission, frame any of the content of the Site, or incorporate into another website or other service any material, content or intellectual property belonging to us, our parent or affiliate companies, or any of their licensors.

**Associated Press Materials.** Some of the material on our Site may be provided by the Associated Press. The following provision applies to all visitors (which shall include persons and representatives of legal entities, whether such representatives are persons or digital engines of a kind that crawls, indexes, scrapes, copies, stores or transmits digital content). By accessing this Site, you specifically acknowledge and agree that (1) Associated Press text, photo, graphic, audio and/or video material shall not be published, broadcast, rewritten for broadcast or publication or redistributed directly or indirectly in any medium; (2) no Associated Press materials nor any portion thereof may be stored in a computer except for personal and non-commercial use; (3) The Associated Press will not be held liable for any delays, inaccuracies, errors or omissions therefrom or in the transmission or delivery of all or any part thereof or for any damages arising from any of the foregoing; (4) The Associated Press is an intended third party beneficiary of these terms and conditions and it may exercise all rights and remedies

available to it; and (5) The Associated Press reserves the right to audit your use of AP materials or any portion thereof at any time.

## **ONLINE PURCHASES**

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You agree to be financially responsible for all purchases made by you or someone acting on your behalf through the Site. You agree to use the Site and to purchase services or products through the Site for legitimate, non-commercial purposes only. You agree to only purchase goods or services for yourself or for another person for whom you are legally permitted to do so. When making a purchase for a third party that requires you to submit the third party's personal information to us or to a merchant, you represent that you have obtained the express consent of such third party to provide such third party's personal information.

POLITICO LLC uses CyberSource which incorporates the services of FDC Nashville Global as a third party service provider for payment services (e.g., credit card transaction processing, merchant settlement, and related services). By making any purchases or paying bills through our Site, you authorize POLITICO LLC, CyberSource, and FDC Nashville Global to share any information and payment instructions you provide to the extent required to complete the payment transactions in accordance with this Terms of Service Agreement, including without limitation, your personal, financial, credit card payment, and transaction information.

## **REGISTRATION**

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To access certain features of our Site, you may be asked to register with us on the form provided and such registration may require you to provide personally identifying information such as your name, address and email address, and also may ask you to provide certain demographic information such as your gender and date of birth. You agree that you will register only if you are 13 years or older. You agree to provide true, accurate, current and complete information about yourself as prompted by the applicable registration form. If we have reasonable grounds to suspect that such information is untrue, inaccurate or incomplete, we reserve the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof). Our use of any personally identifiable information you provide to us as part of the registration process is governed by the terms of our [Privacy Policy](#).

## **PASSWORDS**

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To use certain features of the Site, you will need a user ID and password, which you will create through the Site's registration process. You are responsible for maintaining the confidentiality of the password and account, and are responsible for all activities (whether by you or by others) that occur under your password or account. You agree to

notify us immediately of any unauthorized use of your password or account or any other breach of security, and to ensure that you exit from your account at the end of each session. We cannot and will not be liable for any loss or damage arising from your failure to protect your password or account information.

## **CLASSIFIED ADVERTISING**

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If you submit a classified ad for publication on the Site, you agree that the advertisement as it appears on the Site becomes our property and you assign all ownership interest in the advertisement as it appears on the Site under copyright law or otherwise to us. We reserve the right to reject any ad copy. All orders are subject in all respects to our then-current rules and regulations and then-current demands upon advertising space. Our liability for an error will not exceed the cost of the space occupied by the error, and in no event shall our liability for your use of our classified advertising services exceed the amount you paid for the use of the services. We reserve the right to edit, reclassify, revise, or cancel any advertisement at any time. Rates and specifications are subject to change. We do not knowingly accept advertising that discriminates or intends to discriminate based on race, color, religion, sex, national origin, handicap or familial status.

## **JOB LISTINGS**

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We do not knowingly accept advertisements regarding employment that are not ads for bona fide job opportunities. We also do not knowingly accept advertisements that discriminate or intend to discriminate on any illegal basis, or that are otherwise illegal. If you think that an advertisement posted on this service discriminates on any illegal basis, or is otherwise illegal, please contact us at Politico, 1000 Wilson Blvd., 8th Floor, Arlington, VA 22209, Attn: Marketing Dept. We encourage you to investigate fully and understand all aspects of any job you are considering. Some positions may require an investment or purchase on consignment on your part, or may involve your recruiting others. Positions are often paid by draw, commission or bonus instead of salary.

## **MODIFICATIONS TO THE SITE**

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We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Site (or any part thereof) with or without notice. You agree that we shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Site.

## **TERMINATION**

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You agree that, in our sole discretion, we may terminate your password, account (or any part thereof), membership on our survey panel, or use of the Site (in whole or in part), and remove and discard any materials that you submit to the Site, for any reason, including, without limitation, due to discontinuance of a service or for lack of use or if we believe that you have violated or acted inconsistently with the letter or spirit of this Terms of Service Agreement. You agree that we shall not be liable to you or any third-party for any termination of your password, account (or any part thereof) or use of the Site, or any removal of any materials that you have submitted to the Site.

## **THIRD-PARTY SITES**

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The Site may provide, or third parties may provide, links to other websites or resources. Because we have no control over such sites and resources, you acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable for any content, including, without limitation, advertising, products, or other materials, on or available from such sites or resources. You further acknowledge and agree that we 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 of or reliance on any such content, advertising, products, materials, goods or services available on or through any such site or resource.

## **INTERACTIVE FEATURES**

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This Site may include a variety of features, such as bulletin boards, web logs, chat rooms, and email services, which allow feedback to us and real-time interaction between users, and other features, such as personalized home pages and email services, which allow users to communicate with others. Responsibility for what is posted on bulletin boards, web logs, chat rooms, and other public posting areas on the Site, or sent via any email services on the Site, lies with each user - you alone are responsible for the material you post or send. We do not control the messages, information or files that you or others may provide through the Site. It is a condition of your use of the Site that you do not:

- Restrict or inhibit any other user from using and enjoying the Service.
- Use the Site to impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity.
- Interfere with or disrupt any servers or networks used to provide the Site or its features, or disobey any requirements, procedures, policies or regulations of the networks we use to provide the Site.
- Use the Site to instigate or encourage others to commit illegal activities or cause injury or property damage to any person.
- Gain unauthorized access to the Site, or any account, computer system, or network connected to this Site, by means such as hacking, password mining or other illicit means.

- Obtain or attempt to obtain any materials or information through any means not intentionally made available through this Site.
- Use the Site to post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane or indecent information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law.
- Use the Site to post or transmit any information, software or other material that violates or infringes upon the rights of others, including material that is an invasion of privacy or publicity rights or that is protected by copyright, trademark or other proprietary right, or derivative works with respect thereto, without first obtaining permission from the owner or rights holder.
- Use the Site to post or transmit any information, software or other material that contains a virus or other harmful component.
- Use the Site to post, transmit or in any way exploit any information, software or other material for commercial purposes, or that contains advertising.
- Use the Site to advertise or solicit to anyone to buy or sell products or services, or to make donations of any kind, without our express written approval.
- Gather for marketing purposes any email addresses or other personal information that has been posted by other users of the Site. You understand that we have no obligation to monitor any bulletin boards, chat rooms, web logs, or other areas of the Site through which users can supply information or material. However, we reserve the right at all times to disclose any information we believe necessary to satisfy any law, regulation or governmental request, or to refuse to post or to remove any information or materials, in whole or in part, that in our sole discretion are objectionable or in violation of this Terms of Service Agreement. We also reserve the right to deny access to the Site or any features of the Site to anyone who violates this Terms of Service Agreement or who, in our sole judgment, interferes with the ability of others to enjoy our website or infringes the rights of others.

You further agree that you will not collect personal data about, or the email addresses of, other Site users for commercial or unlawful purposes or for purposes of sending unsolicited commercial email, repeatedly post the same or similar content or otherwise impose an unreasonable or disproportionately large load on our infrastructure, or take or cause to be taken any action that disrupts the normal flow of postings and dialogue on the Site (such as submitting an excessive number of postings), or that otherwise negatively affects other users' ability to use the Site.

You acknowledge and agree that we may preserve content and materials submitted by you, and may also disclose such content and materials if required to do so by law or if, in our business judgment, such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce this Terms of Service Agreement; (c) respond to claims that any content or materials submitted by you violate the rights of third parties; or (d) protect the rights, property, or personal safety of Site users and/or the public. You understand that the technical processing and transmission of the Site, including content

submitted by you, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

You agree to indemnify and hold POLITICO LLC, its subsidiaries, affiliates, licensors and other partners, and the directors, officers, agents and employees of each, harmless from any liability of any nature arising out of or related to any content or materials submitted to or displayed on the Site by you or by others using your user account.

## **SURVEYS**

From time to time, we invite users to participate in our surveys or join our survey panel and we may also operate specialized sites to collect survey data (“Survey Sites”). We rely on accurate data to serve our clients that reflect the true opinions of our users. When answering any surveys, you agree to provide true and accurate information, including without limitation, personal data and demographic profile information.

You agree that submission of any survey responses, remarks, suggestions, ideas, graphics, or other information or content you provide to us in connection with a survey (“**Survey Responses**”) is at your own risk and that we have no obligations (including without limitation obligations of confidentiality) with respect to such Survey Responses. You represent and warrant that you have all rights necessary to submit the Survey Responses and to grant us the following license. You hereby grant to POLITICO LLC and our affiliates 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 Survey Responses without compensation to you or any other person or entity.

By responding to a survey or becoming a member of our survey panel or Survey Sites, you agree that you will hold in strict confidence and not disclose to any other parties information learned in connection with any surveys. You agree you will use the information contained in any surveys solely for the purpose of discussing and providing market research related data to us, our clients, or our agents. You shall notify us by contacting [legal@politico.com](mailto:legal@politico.com) should you discover any loss or unauthorized disclosure of the information. The kind of information you may learn in connection with a survey may include, without limitation, trade secrets, proprietary information, media content, unique techniques, sketches, drawings, works of authorship, models, inventions, know-how, research, experimental work, development, design details and specifications, sales and merchandising plans and other confidential information.

## **GENERAL PRACTICES REGARDING USE AND STORAGE OF CONTENT**

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You acknowledge that we may establish general practices, limits and restrictions concerning use of the Site, and the posting of content, information or materials by users

of the Site. These restrictions may include a limit on the number of days that message board postings or other submitted content will be displayed on the Site and/or retained by us, the maximum disk space that will be allotted on our servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the Site in a given period of time. We assume no responsibility or liability for the deletion, corruption or loss of any content or material submitted by you, or for our failure to receive or store submitted content for any reason, including without limitation malfunctioning of any network, hardware or software. We reserve the right to change these general practices, limits and restrictions at any time, in our sole discretion, with or without notice.

## **NOTICE OF COPYRIGHT INFRINGEMENT**

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If you are a copyright owner who believes your copyrighted material has been reproduced, posted or distributed via the Site in a manner that constitutes copyright infringement, please inform our designated copyright agent by sending written notice by U.S. Mail to Copyright Agent, Politico, 1000 Wilson Blvd., 8th Floor, Arlington, VA 22209 and /or by email to [copyrightagent@politico.com](mailto:copyrightagent@politico.com). Please include the following information in your written notice: (1) a detailed description of the copyrighted work that is allegedly infringed upon; (2) a description of the location of the allegedly infringing material on the Site; (3) your contact information, including your address, telephone number, and, if available, email address; (4) a statement by you indicating that you have a good-faith belief that the allegedly infringing use is not authorized by the copyright owner, its agent, or the law; (5) a statement by you, made under penalty of perjury, affirming that the information in your notice is accurate and that you are authorized to act on the copyright owner's behalf; and (6) an electronic or physical signature of the copyright owner or someone authorized on the owner's behalf to assert infringement of copyright and to submit the statement. Please note that the contact information provided in this paragraph is for suspected copyright infringement only. Contact information for other matters is provided elsewhere in this Terms of Service Agreement or on the Site.

## **WARRANTY DISCLAIMERS**

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YOUR USE OF THE SITE IS AT YOUR SOLE RISK. THIS SITE AND ALL MATERIALS, INFORMATION AND SERVICES AVAILABLE THROUGH IT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE, OUR AFFILIATES, AGENTS AND LICENSORS CANNOT AND DO NOT WARRANT THE ACCURACY, COMPLETENESS, CURRENTNESS, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE MATERIALS, INFORMATION AND SERVICES AVAILABLE THROUGH THE SITE, NOR DO WE GUARANTEE THAT THE MATERIALS, INFORMATION OR SERVICES WILL BE ERROR-FREE, SECURE OR CONTINUOUSLY AVAILABLE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE MAKE NO WARRANTY THAT (I) THE SITE WILL MEET YOUR

REQUIREMENTS, (II) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE WILL BE ACCURATE OR RELIABLE, (III) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SITE WILL MEET YOUR EXPECTATIONS, OR (IV) ANY ERRORS IN THE SITE WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT MAY RESULT.

## **INDEMNITY**

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You agree to indemnify and hold us, POLITICO LLC, and our subsidiaries, affiliates, licensors and other partners, and the directors, officers, agents and employees of each, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your misuse of the Site, your violation of this Terms of Service Agreement, or your violation of any rights of another.

## **LIMITATION OF LIABILITY**

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UNDER NO CIRCUMSTANCES SHALL WE OR OUR AFFILIATES, AGENTS OR LICENSORS BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM (A) YOUR USE OF, OR INABILITY TO USE, THE SITE, OR (B) ANY MATERIALS, INFORMATION AND SERVICES AVAILABLE THROUGH THE SITE. (BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN CATEGORIES OF DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, OUR LIABILITY AND THE LIABILITY OF OUR AFFILIATES, AGENTS AND LICENSORS IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW.) THE FOREGOING LIMITATION OF LIABILITY DOES NOT APPLY TO RESIDENTS OF THE STATE OF NEW JERSEY.

## **DISPUTE RESOLUTION**

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**Please read the following section carefully. It requires you to arbitrate disputes with POLITICO LLC and limits the manner in which you can seek relief from us. This Section of this Agreement under the heading “Dispute Resolution” shall be referred to as the “Arbitration Agreement”.**

**(a) Scope of Arbitration Agreement.** You agree that any dispute or claim against POLITICO LLC, or its affiliates, subsidiaries, owners, officers, directors, employees, agents or representatives relating in any way to your access or use of the Site, to any products or services sold or distributed through the Site, or to any other aspect of your relationship with POLITICO LLC will be resolved by binding arbitration, rather than in court, except that (1) you may assert claims in small claims court if your claims qualify, so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis; and (2) you or the POLITICO LLC may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents).

**(b) Arbitration Rules and Forum.** This Arbitration Agreement is governed by the Federal Arbitration Act in all respects. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent, The Corporation Trust Company, Corporation Trust Center 1209 Orange Street, Wilmington, New Castle County, Delaware 19801. The arbitration will be conducted by JAMS under its rules and pursuant to the terms of this Terms of Service Agreement. Disputes involving claims and counterclaims under \$250,000, not inclusive of attorneys' fees and interest, shall be subject to JAMS's most current version of the Streamlined Arbitration Rules and procedures available at <http://www.jamsadr.com/rules-streamlined-arbitration/>; all other claims shall be subject to JAMS's most current version of the Comprehensive Arbitration Rules and Procedures, available at <http://www.jamsadr.com/rules-comprehensive-arbitration/>. JAMS's rules are also available at [www.jamsadr.com](http://www.jamsadr.com) (under the Rules/Clauses tab) or by calling JAMS at 800-352-5267. Payment of all filing, administration, and arbitration fees will be governed by JAMS's rules. **If the arbitrator finds that you cannot afford to pay JAMS's filing, administrative, hearing and/or other fees and cannot obtain a waiver of fees from JAMS, POLITICO LLC will pay them for you. In addition, POLITICO LLC will reimburse all such JAMS's filing, administrative, hearing and/or other fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. Likewise, POLITICO LLC will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous.** If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the country where you live or at another mutually agreed location.

**(c) Arbitrator Powers.** The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of you and POLITICO LLC. The arbitration proceeding will not be consolidated with any other matters or joined with any other proceedings or parties. The arbitrator will have the authority to grant motions dispositive of all or part of any claim or dispute. The arbitrator will have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and this Terms of Service Agreement (including this Arbitration Agreement). The

arbitrator will issue a written statement of decision describing the essential findings and conclusions on which any award (or decision not to render an 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 arbitrator's decision is final and binding on you and POLITICO LLC.

(d) **Waiver of Jury Trial.** YOU AND POLITICO LLC WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND RECEIVE A JUDGE OR JURY TRIAL. You and the POLITICO LLC are instead electing to have claims and disputes resolved by arbitration, except as specified in subsection (a) above. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Terms of Service Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is limited.

(e) **Waiver of Class or Consolidated Actions.** ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS. CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If, however, this waiver of class or consolidated actions is deemed invalid or unenforceable, neither you nor POLITICO LLC is entitled to arbitration. Instead, all claims and disputes will then be resolved in a court as set forth in the section below entitled "Miscellaneous."

(f) **Opt Out.** You may opt out of this Arbitration Agreement. If you do so, neither you nor POLITICO LLC can force the other party to arbitrate. To opt out, you must notify POLITICO LLC in writing no later than 30 days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, your username (if any), the email address you used to set up your account (if you have one), and an unequivocal statement that you want to opt out of this Arbitration Agreement. You must send your opt-out notice to: Politico, 1000 Wilson Blvd., 8th Floor, Arlington, VA 22209, Attn Legal or legal@politico.com. If you opt out of this Arbitration Agreement, all other parts of this Terms of Service Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter into in the future, with us.

(g) **Survival.** This Arbitration Agreement will survive any termination of your relationship with the POLITICO LLC.

(h) **Modification.** Notwithstanding any provision in this Terms of Service Agreement to the contrary, we agree that if POLITICO LLC makes any future material change to this Arbitration Agreement, it will not apply to any individual claim(s) that you had already provided notice of to us.

## MISCELLANEOUS

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This Terms of Service Agreement have been made in and shall be construed in accordance with the laws of the Commonwealth of Virginia, without regard to its conflict

of laws provisions. To the extent the parties are permitted under this Terms of Service Agreement to initiate litigation in a court, both you and POLITICO LLC agree that all claims and disputes arising out of or relating to this Terms of Service Agreement or your use of the Site will be litigated exclusively in the state or federal courts located within the Commonwealth of Virginia. Our failure to exercise or enforce any right or provision of this Terms of Service Agreement shall not constitute a waiver of such right or provision. Subject to section (e) of the Arbitration Agreement, if any provision of this Terms of Service Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Terms of Service Agreement shall remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Site or this Terms of Service Agreement must be filed within one year after such claim or cause of action arose or be forever barred.

## **VIOLATIONS**

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Please report any violations of this Terms of Service Agreement to Politico, 1000 Wilson Blvd., 8th Floor, Arlington, VA 22209, Attn Legal.