

CONDITIONS OF USE of the Website  
<https://www.us.sebandyou.com/hub/>

The Website [https://us.sebandyou.com/en\\_us/](https://us.sebandyou.com/en_us/)

(hereinafter "Website") is only accessible upon prior registration and validation and is managed by SEB Développement ("SEB", "we" or "us").

These Terms of Use govern your access to and use of the Website. Please read these Terms of Use carefully before you start to use the Website. By accessing, browsing, or otherwise using the Website, you acknowledge that you have read, understood, and agreed to be bound by these Terms of Use. IF YOU DO NOT AGREE TO THESE TERMS OF USE, PLEASE REFRAIN FROM USING THE WEBSITE.

SEB will use the "our" and "us" services in conjunction with its technical partner, Krealinks Management. Through the Website, SEB offers selected individuals ("members", "you" or "your") the opportunity to participate in polls, surveys, collect feedback on our products and services, conduct product testing and openly express their positive and negative opinions in forums that we provide (SEB & You Community Notice). Our goal is to meet the needs of our members and to ensure that our services are always adapted to those needs. We value your active participation in helping us achieve this goal.

Certain members may be contacted by SEB to test products in advance of their public launch. You will have the opportunity (but not the obligation) to leave a review of the products you have had the opportunity to test on the Website of the Groupe SEB company marketing the product.

This opinion is a "Review", an opinion requested via an email sent to members after testing our products. The Review is subject to moderation according to the rules defined in article 7 of the Terms of Use.

Two types of notices are therefore managed on the Website:

- On this website: the "SEB&You Community Reviews": comments, content, surveys, product test reviews, field tests of the SEB&You community. These opinions are only visible on the SEB&You platform and are not subject to prior moderation. These SEB&You Community Opinions may nevertheless be checked after the fact with regards to the criteria defined in article 8 of the Terms of Use.
- Via an email, the "Reviews" subject to moderation under the conditions of article 7 of the Terms of Use. These Reviews appear on the website of the Groupe SEB company that sells the products directly to consumers.

**1. Membership/participation in SEB&You**

- a. Participation in SEB&You is free
- b. Participation in SEB&You is open to all persons aged 18 or over.
- c. Your participation in SEB&You is strictly personal.
- d. Participation in SEB&You is limited to one login per person.
- e. Your participation is subject to a confidentiality obligation
- f. SEB reserves the right to restrict your access to SEB&You for reasons of maintenance, updates or non-compliance with the present General Terms of Use (Terms of Use).

**2. Registration**

By completing the electronic registration form, you are submitting an application to join SEB&You. You agree to provide accurate and complete information and to keep confidential the Information on products and services that SEB shares with you and to respect the present Terms of Use. The number of SEB&You members is limited, and it is therefore up to SEB to choose, at its sole discretion, who will be invited to participate in SEB&You according to criteria such as sociodemographic criteria.

### **3. Acceptance of the Terms of Use / Changes and Modifications**

a. By checking the box provided, you have agreed to be legally bound by these Terms of Use and you have agreed to the processing and use of your personal data in accordance with our [Privacy Notice](#). If you do not agree with these Terms of Use or our Privacy Policy, you should not use our website. Please save and/or print a copy of these Terms of Use and our Privacy Policy

b. We can modify these Terms of Use at any time in our sole discretion, in whole or in part. All changes are effective immediately when we post the revised Terms on Use on our Website. The date at the top of this web page indicates when these Terms of Use were last updated Your continued use of our Website thereafter will constitute agreement with such modifications to the Terms of Use. . If you do not agree with the amended Terms of Use, you must cease all use of the Website after the effective date of the amendments and as a registered user, terminate your account.

### **4. Confidentiality of information relating to SEB products and services**

By becoming a member of SEB&You, you have privileged access to information relating to SEB products and services that has not yet been disclosed to the public (hereafter referred to as the "Information").

You undertake to keep the Information strictly confidential and you will not disclose to third parties any Information obtained in the context of your SEB&You membership that may favor the interests of a company competing with SEB or that may harm, even indirectly, SEB or any of the companies in the Groupe SEB.

You agree not to duplicate or reproduce the Information.

You agree not to publish, disclose or communicate the Information in any way.

You will not be subject to the confidentiality obligation if you provide tangible evidence and to adate certain, that :

- The Information has become public knowledge prior to or subsequent to its disclosure other than through a breach of this confidentiality obligation by you,
- That the Information was already in your possession prior to its disclosure by SEB,
- The Information has been provided to you without restriction by a third party who has the full right to provide it,
- The Information has been disclosed to third parties by SEB without restriction,
- The Information has been published without violating this confidentiality obligation,
- The use or disclosure of the Information has been authorized in writing by SEB or one of the Groupe SEB companies,

### **5. Intellectual Property**

Unless indicated otherwise, the entire content of the Website, features, functionality and the associated rights are owned by SEB, its sister companies or affiliates, or are the subject of a license from a third party to SEB, in particular, but not limited to, the trademarks, designs, appearances, structure, concepts, technical and graphic solutions, databases, software and their source codes, as well as the layout and formatting of these elements, making up the website and the associated services, and/or being the basis for the operation of the website and the services and/or passing through the website and the services, and/or made available through the website and the services.

Any reproduction, representation, adaptation, modification, publication, transmission, distortion, integration into another site, commercial exploitation and/or total or partial reuse of the Website and/or its contents, by any process, and on any medium, is strictly prohibited. The trademarks or copyrights may only be used with our express written permission, and we may revoke such permission at any time.

## **6. Rights of use**

a. The SEB&You Community Reviews are feedbacks, testimonies, opinions, descriptions that are purely informative and do not reflect originality or the personality of their author in the sense of copyright. If, by any chance, the SEB&You Community Notices are original in the sense Intellectual Property legislation, by publishing the SEB&You Community Notices, you grant SEB&You the right to publish them. You grant SEB and its affiliates (collectively "Groupe SEB") a worldwide, non-exclusive, royalty-free right to use, copy, perform, display and distribute your content internally, with the exception of your name and user name, which must remain anonymous, and to prepare derivative works or to integrate the content into other works, as well as to license the content for branding purposes. This right is granted for the maximum period of time permitted by national and international copyright laws.

While respecting the moral rights of the author and your personal rights, SEB is entitled, in particular, to reproduce and distribute your SEB&You Community Notices, to make them accessible to SEB and to Groupe SEB companies and to make them accessible on request (online rights, access and distribution rights), and to archive and store your SEB&You Community Notices in databases.

b. The data, SEB&You community notices you provide to SEB&You may be shared anonymously on all SEB websites and/or mobile applications and Groupe SEB, with any exception mentioned in the present Terms of Use and the Information Notice on personal data.

## **7. Conditions of application of the Reviews on the products tested**

We offer you the possibility of rating our products and posting Reviews after testing our products online from the Website.

This opinion is a "Review", opinion requested via an email sent to testers of our products and moderated through a solution specialized in the collection of customer opinions. The Review may be subject to moderation according to the rules defined below.

After moderation, the Reviews are displayed in the "product reviews" section of the Groupe SEB company's website, which sells the products directly to consumers.

Rating of reviews: The reviews are sorted from the most recent to the oldest. It is also possible to sort the highest and lowest ratings.

The terms and conditions for moderation of Reviews are described in the general terms and conditions of use of our provider verified opinions: [https: Authenticity Policy | Bazaarvoice](https://www.seb.com/en/your-voice)

No payment has been provided in exchange for Reviews.

You grant Us the following non-exclusive copyright to your Reviews and Content except for your user information required to be provided in connection with your account, we do not ask for, nor do we wish to receive any confidential, secret, or proprietary information from you through the Services, by email or in any other way. By posting, uploading, transmitting, submitting or otherwise making available Your Content to us through the Services, you:

- Grant to us and our affiliates a world-wide, non-exclusive, fully paid-up, royalty-free, unrestricted, perpetual, irrevocable, fully transferable, assignable and fully sub-licensable right and license, to copy, reproduce, edit, modify, distribute, transmit, translate, display, perform, publish, sell, adapt, create derivative works from, and otherwise use Your Content, for any purpose that we may choose, in our sole discretion, and through any means or media, whether now existing or subsequently developed, and without any compensation to you or any third party (it being understood that the foregoing shall include the right to exploit any and all intellectual property or proprietary rights in Your Content including, without limitation, rights protected under applicable copyright, trademark, trade secret, patent and other laws throughout the world). IF YOU DO NOT WISH TO GRANT THE RIGHTS GRANTED IN THIS PARAGRAPH, DO NOT SHARE, SUBMIT OR POST YOUR CONTENT ON OR THROUGH OUR SERVICES.
- The right to reproduce, adapt, represent and translate Comments and Reviews on any recording medium, current or future, including, any server or hard disk, in any format and by any method or technology, known or unknown to date, and by any type of communication media, including the Internet including third-party websites, intranet, paper supports and the printed press;

These rights are granted for all commercial and non-commercial purposes worldwide and without any time limit unless the author of the Review requests its removal.

For example, the Reviews left on our Websites may be reproduced with your pseudonym on third-party websites to promote our products.

## **8. Appropriateness of SEB &You Community Notices and Rules of Conduct**

- a. Represent and warrant that your Content is original to you, that you own or otherwise control all rights in your Content, or that you have the rights necessary to grant to use the license to your Content, and that your Content does not violate any rights, including the rights of privacy, of any party and does not otherwise violate the law
- b. You agree to abide by the following rules:
  - Not to publish inaccurate or misleading information when creating an account or using the Website services, including to deceive others;
  - Conduct yourself in a courteous and respectful manner towards other members;
  - Not to publish content that would infringe on the rights of third parties or on our own, and in particular on intellectual property rights, such as copyright, database rights, trademark or patent rights, or on personality rights, such as the right to privacy, image or honor or dignity;
  - Do not publish information containing personal data;
  - Do not publish information with hyperlinks to other websites,

- Use the Services fairly and in accordance with their purpose and these Terms of Use Terms of Use,
- Not to broadcast messages, photos, videos and content of a violent nature or of a nature to seriously undermine human dignity, including through the use of a webcam
- Not to disseminate any content that could be considered as an incitement to commit crimes and offences, the dissemination of insulting, abusive, denigrating, defamatory, racist, revisionist, apology for war crimes, pedophile, relating to the sale of organs, to sales of illicit substances or any other illicit object and/or service, advocating terrorism, calling for murder or inciting to suicide, without this list being restrictive,
- Do not attempt to mislead Internet users or members by usurping the name of a natural person or the corporate name of a legal entity;
- Do not harass, assault or provoke in any way one or more other members;

In addition, you also agree not to undermine or attempt to undermine the integrity or security of the IT infrastructure on which the website and/or services are based. In this respect, you undertake, in particular, to scrupulously respect the following rules:

- Do not use the Website or the services offered by the Website to transmit unsolicited commercial messages ("spam");
- Not to disseminate computer data that would disrupt the normal operation of the website or services (such as computer robots, viruses, ...) upload, post, transmit in any way whatsoever any content including computer viruses, worms, Trojan horses, codes or scripts that could harm the integrity or confidentiality of systems and data,
- Not to extract any data from the Website, either from the data we store ourselves or through our subcontractors or other service providers for the operation of the Website, or from the content of other members, for unauthorized reuse;

In the event of a breach by a member of one or more of these rules, the services for the benefit of the member may be temporarily or permanently suspended without notice or formal notice. In addition, the litigious messages may be deleted and the member's account may be temporarily or permanently blocked by SEB.

c. From time to time, the Website may contain links to third party websites not affiliated to us.

These links are provided for convenience only and do not imply that we endorse the websites of such third parties. We do not review such third party websites and you acknowledge and agree that: (a) we are not responsible for such websites, including the terms and conditions under which such websites are made available and the privacy policies of such websites, and we do not control the content or availability of such websites; (b) we do not make any representations, warranties, or conditions, express or implied, as to any goods or services, or information received from such websites; and (c) if you visit such websites, you do so at your sole risk. Indeed, these Terms of Use do not address the policies or practices of any third-party websites, and you should review the terms of service and privacy policies governing such third party websites before using them, as you are solely responsible for complying with such terms and conditions.

You acknowledge and agree that we are not responsible or liable for the accuracy; collection, use, disclosure, or protection of information; copyright compliance; legality; decency; or any other aspect of third-party owned websites on online applications linked from the Services or the content displayed on or through them.

Any linking to Seb&You Website from a third-party website requires our prior written authorization. You may not frame the content of our Services or use metatags or any other “hidden text” that incorporates our trademarks or our name without our express written consent.

## **9. Digital Millenium Copyright Act (“DMCA”) take down procedures**

Compliance with the DMCA. If you believe that any materials on our Website violate your copyright, please follow the instructions below to send us a notice of copyright infringement. We may remove or disable access to material on our Website that is claimed to be infringing, in which case we will make a good-faith attempt to contact the person who submitted the affected material so that they may make a counter notification, also in accordance with the DMCA.

Filing a Notice of Infringing Material Under the DMCA. If you believe that materials accessible on or from the Website infringe your copyright, you may request removal of those materials by submitting written notification to our copyright agent as designated below. As set forth by Section 512(c)(3) of the DMCA, your notice must include the following:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online Services are covered by a single notification, a representative list of such works at that Services;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material;
- Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an e-mail address at which the complaining party may be contacted;
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- Please be aware that Section 512(f) of the DMCA may impose liability for damages on any person who knowingly sends meritless notices of infringement. Please do not make false claims.

Our designated copyright agent to receive DMCA Notices is:

SEB Développement  
SEB&You  
112 chemin du moulin carron  
69130 Ecully  
[04 72 18 18 18](tel:0472181818)  
[sebandyou@groupeseb.com](mailto:sebandyou@groupeseb.com)

## **8. GEOGRAPHIC RESTRICTIONS**

SEB provides the Services for use only by persons located in the United States. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with United States federal, state, and local laws. Please consult our Privacy Policy for more information.

## **9. Age Restrictions**

The Services is intended for use by persons who are thirteen (13) years of age or older.

## **10. Warranty Disclaimers**

### **Liability Release.**

The opinions and reviews expressed by SEB&You members do not necessarily reflect those of SEB. The statements published by members on the Website and in all other areas represent the personal opinion of these members.

SEB declines all responsibility as to the legal admissibility of the opinions of the SEB &You Community provided by the members of SEB&You, for which they are solely responsible. SEB&You members must ensure that the content they wish to provide complies with the laws and regulations, and that it does not infringe on the rights of third parties (in particular the rights of the personality, the rights copyright...). If SEB has reasonable grounds to suspect that the content violates laws and regulations, or infringes the rights of third parties, SEB is entitled to refuse the content and ban the member from SEB&You.

Except as otherwise provided in these Terms of Use, the Website is provided to you "as is". We do not accept any liability to you in relation to the Website, your use of it or otherwise. We do not accept any responsibility for the suitability and fitness of the Website for your purposes and we exclude, to the fullest extent permitted by law, all express or implied warranties, representations or conditions. We do not warrant: (a) that access to the Website will be uninterrupted or error free; (b) that the website or the computer server from which the website is made available are free from viruses or other harmful components; or (c) the accuracy, content, timeliness, completeness, reliability, quality or suitability of the content appearing on or obtained through the website, or otherwise made available in connection with the website.

You further agree and acknowledge that the operation of the Website is dependent upon the proper functioning of the Internet and third party equipment and services, and that we do not warrant or make any representations regarding them.

Without limiting the foregoing, we shall not be liable for any special or consequential loss or damage, or for loss of data, profits, revenue, business or goodwill.

Site Availability Disclaimer. YOU UNDERSTAND THAT WE DO NOT GUARANTEE THAT WE WILL CONTINUE TO MAKE THE SERVICES AVAILABLE TO YOU, WHETHER BY THE SAME METHODS CURRENTLY USED OR OTHERWISE. WE MAY DISCONTINUE PROVIDING THE SERVICES TO YOU AT ANY TIME. YOU AGREE NOT TO HOLD US LIABLE FOR ANY DAMAGES ARISING FROM A DISCONTINUATION OR MODIFICATION OF ALL OR PART OF THE SERVICES. WE ARE UNDER NO DUTY TO MAKE THE SERVICES AVAILABLE, AND WE WILL NOT BE LIABLE FOR ANY REASON IF THE SERVICES IS UNAVAILABLE, TOTALLY OR PARTIALLY, AT ANY TIME OR FOR ANY PERIOD.

Site Security Disclaimer. You acknowledge that the Services on the Website are connected with the Internet and that your use shall be wholly at your own risk. WE DO NOT REPRESENT OR GUARANTEE THAT THE WEBSITE WILL BE FREE FROM LOSS, DISRUPTIONS, CORRUPTION, CYBER ATTACK, VIRUSES, INTERFERENCE, HACKING, MALWARE, OR OTHER SECURITY INTRUSION OR ADVERSE INCIDENT. WE DISCLAIM ANY LIABILITY RELATING THERETO.

Please note that some jurisdictions may not allow the disclaimer of implied warranties, so the foregoing disclaimers may not apply to you. Please check your local laws for any restrictions or limitations regarding the exclusion of warranties.

## **11. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SEB, ITS EMPLOYEES, DIRECTORS, OFFICERS, PARTNERS, AFFILIATES, PARENT COMPANY, DISTRIBUTORS, AGENTS OR CONTRIBUTORS (COLLECTIVELY THE "INDEMNIFIED PARTIES") TO THIS SERVICES BE LIABLE FOR ANY LOSS OR INJURY, OR ANY DAMAGES, WHETHER DIRECT, SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, OR OTHERWISE, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, RESULTING FROM YOUR ACCESS TO OR USE OF THE WEBSITE OR ARISING FROM OR RELATING TO THIS TERMS OF USE. TO THE MAXIMUM EXTENT PERMISSIBLE BY LAW, YOU HEREBY WAIVE ANY AND ALL SUCH CLAIMS AGAINST THE INDEMNIFIED PARTIES. You agree that the limitations set forth above are fundamental elements of this Terms of Use, and that the Services and its materials would not be provided to you absent such limitations.

If, notwithstanding the other provisions of these Terms of Use, is the Indemnified Parties are found to be liable to you for any damages or losses arising out of your use of, access to or inability to use the Services or any material provided or otherwise supplied by us or any third party, our liability shall in no event exceed US \$100.00.

Please note that some jurisdictions do not allow the exclusion or limitations of liability or may place limitations on our ability to limit our liability to you, so the foregoing limitation may not apply to you, in which case the liability of the Indemnified Parties shall be limited to the fullest extent permitted by law.

## **12. Indemnification**

You agree to indemnify and hold harmless SEB (and its Indemnified Parties) from and against any and all claims, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees and costs) arising out of or related to the following:

- Your violation of these Terms of Use, including your breach of the representations and warranties.
- Your use of the Website (i) other than as expressly authorized in these Terms of Use; (ii) in violation of our rights or any Third Party Providers or Third Party Services, including copyright, patent, trade secret, trademark, or other intellectual property rights and publicity and privacy rights; or (iii) in violation of any applicable law, rule, or regulation.
- User-generated content provided by you that either you or us have published through the Website.
- Your use of any information obtained from the Website.

You agree to cooperate as fully as reasonably required in the defense of any such claim or action. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter subject to indemnification by you.

## **13. Cancellation/termination of SEB&You membership**

- a. You may cancel your SEB&You membership at any time without notice. To do so, go to the "unsubscribe" tab in the menu.
- b. SEB has the right to terminate your SEB&You membership at any time due to long-term inactivity or misconduct on a forum. Once your membership has been terminated by SEB, you may only re-register with SEB&You with the written express permission of SEB. In addition, SEB may terminate the SEB&You website or service completely without notice or warning.

## **14. Information notice on personal data**

There is a separate Personal Data Information Notice that you can find on the SEB&You Website. Your acceptance of [the Privacy Policy](#) is a condition for the use of SEB&You.



## **15. Governing law and jurisdiction**

The enforceability and interpretation of the “Dispute Resolution” section will be subject to and governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, as amended (the “Federal Arbitration Act”), including its procedural provisions. Unless applicable state law requires the application of the law of that or some other state, these Terms of Use will be governed by and construed in accordance with the laws of the United States and the State of New Jersey without giving effect to any choice or conflict of law provision or rule that would cause laws of another jurisdiction to apply.

## **16. Dispute resolution**

PLEASE READ THIS SECTION CAREFULLY. AS WE DESCRIBE BELOW, IT (i) LIMITS YOUR ABILITY TO LITIGATE CERTAIN CLAIMS IN COURT; (ii) LIMITS YOUR ABILITY TO COMBINE CLAIMS AND TO BRING CLAIMS THROUGH CLASS ACTIONS; AND (iii) LIMITS YOUR ACCESS TO A JURY TRIAL. Using or accessing the Website constitutes your acceptance of this arbitration provision.

**Arbitration.** To the extent permitted by applicable law, you agree that any claim, dispute or controversy of any kind, regardless of the type of claim or legal theory or remedy (“Claim”) by either you or us against the other arising from, relating to or in any way concerning your use of the Website, these Terms of Use, our Privacy Policy and all matters relating to your access to, and/or use of, the Website, at the demand of either party, be resolved by confidential binding arbitration. Arbitration includes but is not limited to:

- Claims relating to the enforceability or interpretation of any of these arbitration provisions;
- Claims by you, and also Claims made on your behalf or connected with you, such as an employee, representative, agent, predecessor, successor, heir, assignee, or trustee in bankruptcy;
- Claims that relate directly to us, and/or to our parent, subsidiaries, affiliates, successors, assignees, employees, and agents; or
- Claims asserted as part of a class action, it being expressly understood and agreed to that the arbitration of such Claims must proceed on an individual (non-class and nonrepresentative) basis and the arbitrator may award relief only on an individual (non-class and non-representative) basis.

YOU AND WE AGREE THAT NO CLASS ACTION, CONSOLIDATED ACTION, PRIVATE ATTORNEY GENERAL OR OTHER REPRESENTATIVE CLAIMS MAY BE PURSUED IN ARBITRATION, NOR MAY SUCH ACTIONS BE PURSUED IN COURT. BY ACCEPTING THIS ARBITRATION PROVISION, YOU AGREE TO WAIVE THE RIGHT TO INITIATE OR PARTICIPATE IN A CLASS ACTION, REPRESENTATIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR CONSOLIDATED ARBITRATION IN ANY MATTER ENCOMPASSED BY THIS ARBITRATION PROVISION TO THE MAXIMUM EXTENT PERMITTED BY LAW.

Notice. The party seeking relief under these Terms of Use must first notify the other party of the Claim in writing at least 60 days in advance of initiating any action. Notices to SEB must be sent to one of the following addresses:

SEB Développement  
SEB&You  
112 chemin du moulin carron  
69130 Ecully  
[04 72 18 18 18](tel:0472181818)

sebandyou@groupeseb.com

The Notice must include your name, address, and contact information, the facts giving rise to the Claim, and the relief requested. We may direct any Notices to you at the mailing address or email address that you most recently provided to us. You and we will use reasonable efforts to resolve any Claim through informal negotiation within 60 days from the date the Notice of Claim is sent.

**Administration of Arbitration.** If any dispute is not resolved by informal negotiation, any claim, dispute, or controversy will be, at the demand of either party, conducted exclusively by binding arbitration governed by the Federal Arbitration Act ("FAA"), and not state law. YOU ARE GIVING UP THE RIGHT TO LITIGATE (OR PARTICIPATE IN AS A PARTY OR CLASS MEMBER) ALL DISPUTES IN COURT BEFORE A JUDGE OR JURY. Instead, all disputes will be resolved on an individual basis before a single, neutral arbitrator and the proceeding will be confidential. The arbitrator will be either a lawyer admitted to practice law in his or her jurisdiction and with at least ten years' experience or a retired or former judge selected in accordance with the rules of the American Arbitration Association (the "AAA"). The arbitrator is bound by the terms of this provision, and the arbitration will be governed by the Commercial Arbitration Rules and Supplementary Procedures for Consumer Related Disputes of the AAA. For more information, see <https://www.adr.org> or call 1-800-778-7879. All arbitration proceedings will be conducted in English, and the United States FAA will govern the interpretation, enforcement, and proceedings pursuant to this binding arbitration provision. The arbitration shall be conducted in Essex County, New Jersey or in the county (or parish) in which you reside. The award will be confidential and only disclosed as is necessary to obtain judgment or as otherwise required by law. You and we further agree that a judgment may be entered upon the award by any court having jurisdiction. The arbitration award will determine the rights and obligations between the named parties only, and only in respect to the claims in arbitration, and will not have any bearing on the rights and obligations of any other dispute. In the event of a conflict between the Arbitration Rules and this provision, this arbitration provision will govern.

**Costs.** To the extent allowed by law, in any action or proceeding to enforce rights under these Terms of Use, we will be entitled to recover costs and attorneys' fees if it substantially prevails. The parties will otherwise separately pay their own attorneys' fees and costs unless there is a governing statutory provision that requires the prevailing party to be paid attorneys' fees and expenses.

**Severability.** If any term or section of this provision is found to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or section of this arbitration provision and will be eliminated to the minimum extent necessary. If any portion of this arbitration provision is deemed invalid or unenforceable, it will not invalidate the other provisions of these Terms of Use; provided, however, that (i) if the prohibition on class-wide arbitration is deemed invalid, then this entire arbitration provision will be null and void; and (ii) if the prohibition on arbitration of representative claims brought in a private attorney general capacity is deemed invalid, then the arbitration provision will be null and void as to such claims only. This arbitration agreement will survive the termination or cancellation of this agreement. In the event of a conflict between this arbitration agreement and any other applicable arbitration provision, this arbitration agreement will control.

**CLASS ACTION WAIVER.** Each of us expressly agrees that any dispute or controversy arising out of or relating to these Terms of Use, your use of or inability to use the Website or its Content must be brought in the respective party's individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). Each of us expressly agrees to waive any ability to maintain any Class Action in any forum raising a Claim covered by this section. Notwithstanding any other provision of these Terms of Use to the contrary, any Claim, dispute, or controversy alleging that all or part of the Class Action waiver contained in this section is invalid, illegal, unenforceable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.

WAIVER OF JURY TRIAL. UNLESS APPLICABLE STATE LAW REQUIRES THE APPLICATION OF THE LAW OF THAT OR SOME OTHER STATE, IF FOR ANY REASON A CLAIM PROCEEDS IN COURT, YOU AND WE AGREE THAT THERE WILL NOT BE A JURY TRIAL. YOU AND WE UNCONDITIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY DISPUTE THAT IN ANY WAY RELATES TO OR ARISES OUT OF THESE TERMS OF USE OR FROM SERVICES YOU RECEIVE FROM US (OR FROM ANY ADVERTISING FOR ANY SUCH SERVICES). IN THE EVENT OF LITIGATION, THIS PARAGRAPH MAY BE FILED TO SHOW A WRITTEN CONSENT TO A TRIAL GOVERNED BY THE LAWS SET FORTH IN THE "GOVERNING LAW AND JURISDICTION" SECTION BELOW, WITHOUT REGARD TO THE PRINCIPLES OF CONFLICT OF LAWS.

Exceptions. Notwithstanding the foregoing, either party may bring an individual action in small claims court. It also does not preclude either parties from seeking an individualized preliminary injunction or temporary restraining order, pending arbitration of such relief to the maximum extent permitted by law, in any court that has jurisdiction. Nor does this arbitration agreement bar you from bringing issues to the attention of federal, state or local regulatory agencies.

To the extent that a dispute is not resolved in arbitration or small claims court, the parties agree that such dispute shall be resolved in state or federal court in Essex County, New Jersey, and the parties consent to exclusive jurisdiction and venue in such courts.

## **17. Miscellaneous**

Entire Agreement. These Terms of Use, which incorporate our Privacy Policy, constitute the entire agreement between you and SEB with respect to the Website. These Terms of Use supersede all prior or contemporaneous communications and proposals regarding the Services, including prior versions of these Terms of Use.

No Waiver. Our failure to enforce, or our delay in enforcing, any provision of these Terms of Use will not constitute a waiver of such right. Any waiver must be in writing and signed by both parties in order to be legally binding.

Severability. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the terms shall remain in full force

and effect. Headings in these Terms of Use are for reference only and do not define, limit, construe, or describe the scope or extent of such section. Capitalized words shall have the meaning provided in these Terms of Use, Privacy Policy or other policies applicable to the Services.

Assignment. You may not assign or transfer your rights or obligations under these Terms of Use without our prior written consent, and any assignment or transfer in violation of this provision shall be null and void.

## **18. Contact**

Questions, comments and requests regarding these Terms of Use are welcomed and should be addressed to:

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