

ARBITRATION AGREEMENT FOR US MARKET

EXPONEA INC.

DISPUTE RESOLUTION AND ARBITRATION AGREEMENT FOR US MARKET

Version, Effective Date: 1.0, 16th January 2019

1. **Wording.** In this Dispute Resolution and Arbitration Agreement (“Arbitration Agreement”), unless the context required otherwise, the words and expressions with capital letter shall have meaning ascribed to them in clause 2. (*Definitions*) of General Terms and Conditions – Exponea Platform for US market.
2. **Applicability.** This Arbitration Agreement shall apply only if the contracting Party to the Agreement is Exponea with its registered seat in the United States of America (to the extent not in conflict with “Applicable Law” and “Jurisdiction” clauses).
3. **Overview of Dispute Resolution Process.** Where a dispute arises between Exponea and a Customer, the following steps shall be taken: (1) an informal negotiation directly with Exponea’s customer service team within 60 days after dispute first arose; and provided that the dispute was not resolved (2) a binding arbitration administered by the American Arbitration Association (“AAA”) using its specially designed Commercial Arbitration Rules and Mediation Procedures which can be found at (www.adr.org).
4. **Pre-Arbitration Dispute Resolution and Notification.** Prior to initiating an arbitration, Customer agrees to notify the Exponea of the dispute and attempt to negotiate an informal resolution to it first. Customer can contact Exponea’s team by emailing us at: legal@exponea.com. If after a good faith effort to negotiate, where either party feels the dispute has not and cannot be resolved informally, the party intending to pursue arbitration agrees to notify the other party via email prior to initiating the arbitration. In order to initiate arbitration, a claim must be filed with the AAA and the written Demand for Arbitration (available at www.adr.org) provided to the other party, as specified in the AAA Rules.
5. **Agreement to Arbitrate.** CUSTOMER AND EXPONEA MUTUALLY AGREE THAT ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THE AGREEMENT OR THE BREACH, TERMINATION, ENFORCEMENT OR INTERPRETATION THEREOF, OR TO THE USE OF THE EXPONEA PLATFORM OR SERVICES, (COLLECTIVELY, “DISPUTES”) WILL BE SETTLED BY BINDING ARBITRATION (THE “ARBITRATION AGREEMENT”). IF THERE IS A DISPUTE ABOUT WHETHER THIS ARBITRATION AGREEMENT CAN BE ENFORCED OR APPLIES TO OUR DISPUTE, CUSTOMER AND EXPONEA AGREE THAT THE ARBITRATOR WILL DECIDE THAT ISSUE.
6. **Exceptions to Arbitration Agreement.** Customer and Exponea each agree that the following claims are exceptions to the Arbitration Agreement and will be brought in a judicial proceeding in a court of competent jurisdiction: (i) Any claim related to actual or threatened infringement, misappropriation or violation of a party’s copyrights, trademarks, trade secrets, patents, or other intellectual property rights; (ii) Any claim seeking emergency injunctive relief based on exigent circumstances (e.g., imminent danger or commission of a crime, hacking, cyber-attack).
7. **Arbitration Rules and Governing Law.** This Arbitration Agreement evidences a transaction in interstate commerce and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. The arbitration will be administered by AAA in accordance with the Commercial Arbitration Rules and Mediation Procedures and/or other AAA arbitration rules determined to be applicable by the AAA (the “AAA Rules”) then in effect, except as modified here. The AAA Rules are available at www.adr.org.
8. **Arbitrator’s Decision.** The arbitrator’s decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered

in any court with proper jurisdiction. The arbitrator may award declaratory or injunctive relief only on an individual basis and only to the extent necessary to provide relief warranted by the claimant's individual claim.

9. **Jury Trial Waiver.** Customer agrees to waive the right to a trial by jury as to all arbitrable Disputes.
10. **No Class Actions or Representative Proceedings.** Customer agrees to waive the right to participate as a plaintiff or class member in any purported class action lawsuit, class-wide arbitration, private attorney-general action, or any other representative proceeding as to all Disputes. Further, unless Customer and Exponea both otherwise agree in writing, the arbitrator may not consolidate more than one party's claims and may not otherwise preside over any form of any class or representative proceeding. If this paragraph is held unenforceable with respect to any Dispute, then the entirety of the Arbitration Agreement will be deemed void with respect to such Dispute.
11. **Severability.** Except as provided in clause 10. hereof, in the event that any portion of this Arbitration Agreement is deemed illegal or unenforceable, such provision shall be severed and the remainder of the Arbitration Agreement shall be given full force and effect.
12. **Survival.** Except as provided in otherwise herein, this Arbitration Agreement will survive any termination of the Agreement and will continue to apply even if Customer stop using the Exponea Platform or terminate Customer's Exponea Account.