

# TERMS OF USE

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## PRIVACY

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- (b) disclose or share the assigned confirmation numbers and/or passwords with any unauthorized third parties or use the assigned confirmation numbers and/or passwords for any unauthorized purpose;
- (c) attempt to decipher, decompile, disassemble or reverse engineer any of the software or HTML code comprising or in any way making up a part of this Web Site;
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- (e) violate any applicable local, state, national or international law, including, but not limited to, any regulations having the force of law; or
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## THIRD PARTY RIGHTS

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## RESOLVING DISPUTES

If a dispute should arise between you and Realogy Insurance Agency, we want to provide you with a resolution that is efficient and cost effective by using our customer service team. Almost all customer service disputes can be resolved to the customer's satisfaction by using our customer service, reachable by calling 888-717-1776 or by sending an email through the "Contact Us" section of our website.

If your dispute cannot be resolved using our customer service team, these Terms describe how we shall proceed with the resolution of the dispute.

## AGREEMENT TO ARBITRATE DISPUTES

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY HEAR YOUR CLAIMS. IT CONTAINS PROCEDURES FOR MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

IF YOU ARE A U.S. RESIDENT, YOU ALSO AGREE TO THE FOLLOWING MANDATORY ARBITRATION PROVISIONS:

1. **WE BOTH AGREE TO ARBITRATE:** You and Realogy Insurance Agency agree to resolve any claims relating to these Terms through final and binding arbitration, except that, to the extent you have in any manner violated or threatened to violate Realogy Insurance Agency's intellectual property rights (for example, trademark, trade secret, copyright, or patent rights). Under such circumstances Realogy Insurance Agency may bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of the Site, or intellectual property infringement (for example, trademark, trade secret, copyright, or patent rights) without first engaging in arbitration or the informal dispute-resolution process described above.
2. **WHAT IS ARBITRATION:** Arbitration is more informal than a lawsuit in court and seeks to resolve disputes more quickly. Instead of a judge or a jury, the case will be decided by a neutral arbitrator who has the power to award the same damages and relief that a court can. If any provision of this

arbitration agreement is found unenforceable, the unenforceable provision shall be severed, and the remaining arbitration terms shall be enforced.

3. **ARBITRATION PROCEDURES:** The Federal Arbitration Act governs the interpretation and enforcement of this dispute resolution provision. Arbitration shall be initiated through JAMS. Any dispute, controversy, or claim arising out of or relating to these Terms shall be referred to and finally determined by arbitration in accordance with the JAMS Streamlined Arbitration Rules and Procedures. If there is a conflict between JAMS Rules and the rules set forth in this Agreement to Arbitrate, the rules set forth in this Agreement to Arbitrate will govern. The JAMS Rules and instructions for how to initiate an arbitration are available from JAMS at <http://www.jamsadr.com> or 1-800-352-5267. To initiate arbitration, you or Realogy Insurance Agency must do the following things:
  1. (1) Write a demand for Arbitration. The demand must include a description of the Claim and the amount of damages sought to be recovered. You can find a copy of a Demand for Arbitration at [www.jamsadr.com](http://www.jamsadr.com).
  - (2) Send three copies of the Demand for Arbitration, plus the appropriate filing fee to your local JAMS office.
  - (3) Send one copy of the Demand for Arbitration to the other party.
4. Payment of all filing, administration and arbitrator fees will be governed by the JAMS Rules, except that for claims of less than \$1,000, Realogy Insurance Agency will pay all administrative costs and fees provided, however, if Realogy Insurance Agency prevails you will reimburse us for all such administrative costs and fees. Arbitration under this agreement shall be held in the United States county where you live or work, New Jersey, or any other location we mutually agree to, subject to New Jersey law. The arbitration may award on an individual basis the same damages and relief as a court (including injunctive relief). Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.
5. **AUTHORITY OF ARBITRATOR:** The arbitrator will decide the rights and liabilities, if any, of you and Realogy Insurance Agency, 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 Arbitration Rules, and the Terms. 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 Realogy Insurance Agency.
6. **NO CLASS ACTIONS:** You may only resolve disputes with us on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are not allowed.

7. **WAIVER OF JURY TRIAL: 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. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in court and are subject to very limited review by a court. In the event any litigation should arise between you and Realogy Insurance Agency in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND REALOGY INSURANCE AGENCY WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge. YOU  
ACKNOWLEDGE THAT YOU HAVE BEEN ADVISED THAT YOU MAY CONSULT WITH AN ATTORNEY IN DECIDING TO ACCEPT THIS AGREEMENT TO ARBITRATE.
8. **OPT-OUT OF AGREEMENT TO ARBITRATE:** You can decline this agreement to arbitrate by emailing Realogy Insurance Agency at [arbitrationoptout@trgc.com](mailto:arbitrationoptout@trgc.com) and providing the requested information as follows: (1) Your Name; (2) the URL of Terms of Use and Agreement to Arbitrate Disputes; (3) Your Address; (4) Your Phone Number; (5) and clear statement that you wish to opt out of this arbitration provision in the Terms of Use. The Opt-Out Notice must be emailed no later than 30 days after the date you first accept the Terms of Use by using the website.

## **CHOICE OF LAW/FORUM SELECTION**

In any circumstances where the Agreement to Arbitrate Disputes permits the parties to litigate in court, these Terms shall be governed by and construed in accordance with the laws of the State of New Jersey, excluding its conflict of law rules. You further expressly consent and agree to submit to the exclusive jurisdiction and venue of a court of competent jurisdiction located in Burlington County, New Jersey or the District Court of New Jersey.

## **ENTIRE AGREEMENT**

The provisions and conditions of these Terms, and each obligation referenced herein, represent the entire Agreement between Realogy Insurance Agency, its affiliated or related entities, and you, and supersede any prior agreements or understandings not incorporated herein. In the event that any inconsistencies exist between these Terms and any future published terms of use or understanding the last published Terms of Use shall prevail.