



## AGREEMENT TO ARBITRATE ONLINE

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This Agreement to provide online arbitration services (the “Agreement”) is between between SquareTrade, Inc. (“SquareTrade”), located at 50 First Street, Suite 600, San Francisco, California, and

\_\_\_\_\_  
*Print your name*

\_\_\_\_\_  
*Your Mailing Address*

\_\_\_\_\_  
*Mailing City, State Zip*

( ) \_\_\_\_\_ ( ) \_\_\_\_\_  
*Telephone Fax*

\_\_\_\_\_ (“You or Your”),  
*Your Email*

YOUR REPRESENTATIVE, IF ANY:

\_\_\_\_\_  
*Print representative’s name*

\_\_\_\_\_  
*Representative’s Company/Firm Name*

\_\_\_\_\_  
*Representative’s Mailing Address*

\_\_\_\_\_  
*Mailing City, State Zip*

( ) \_\_\_\_\_ ( ) \_\_\_\_\_  
*Telephone Fax*

\_\_\_\_\_ (“You or Your”),  
*Representative’s Email*



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1. You have agreed to submit your Dispute to SquareTrade and be bound by [SquareTrade's Online Arbitration Rules](#) ("Rules"), which are found at [http://www.squaretrade.com/cnt/jsp/lgl/arbitration\\_rules.jsp](http://www.squaretrade.com/cnt/jsp/lgl/arbitration_rules.jsp) and are incorporated herein by reference. All terms used herein will be defined as set forth in the Rules.

2. You agree that SquareTrade is providing you Online Arbitrations Services for a dispute concerning

\_\_\_\_\_ *Property Address*

\_\_\_\_\_ (the "Property"),

3. You understand and agree that no oral presentations will be made to the Arbitrator; that there will be no "hearings" in which You or any other party shall present information to the Arbitrator; that all submissions shall be in writing only; that the Arbitrator will base the award solely only upon such written submissions; and that the parties are bound by the Arbitrator's decision which will be set forth as an Award.

4. You hereto further agree not to:

- a. impersonate any person or entity or use a name or alias that they are not authorized to use;
- b. forge communications transmitted to the Arbitrator either directly or through SquareTrade;
- c. transmit any material that encourages conduct that could constitute a criminal offense, or give rise to civil liability or to transmit any unlawful, harassing libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature, as determined by SquareTrade;
- d. reproduce, modify distribute or publicly display SquareTrade's on-line materials.

5. You hereby acknowledge and agree that irrespective of where either party to the Case or the Arbitrator resides, SquareTrade's Services provided under this Agreement, will be deemed to have occurred in the State of California, in the United States of America.

6. Except for this limited warranty, set forth in the Rules, neither SquareTrade nor any Arbitrator makes any warranty, representation or guaranty to any of the parties, and to the extent permitted by law, SquareTrade expressly disclaims any and all other warranties, express or



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implied; any and all implied warranties, including, without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement; and any liability for negligence.

7. SquareTrade will not be liable for any indirect, special, punitive, incidental or consequential damages arising out of or in connection with this Agreement regardless of whether or not it has been informed of same.

8. You agree to pay the fees set forth at the [Arbitration Fees](#) area found at [http://www.squaretrade.com/cnt/jsp/odr/car\\_arb\\_fees.jsp](http://www.squaretrade.com/cnt/jsp/odr/car_arb_fees.jsp) in connection with any Arbitration conducted pursuant to this Agreement. Payment will be due upon commencement of the Arbitration.

9. You agree that the Arbitrator's decision and Award may include costs of the prevailing party, including an amount equal to the arbitration fee, witness fees, and service of subpoenas. You further agree that where the dispute arises out of a contract which provides for attorneys' fees, the Award may include attorneys' fees, and that each party shall complete a statement of costs prior to the hearing and present it to the Arbitrator for consideration should he or she prevail.

10. You agree that you and the other party or parties may settle the issue between you by agreement at any time. In such event, upon notification to SquareTrade and to the Arbitrator, the arbitration proceedings shall be terminated and termination shall be recorded in the Case file.

11. The parties acknowledge and agree that the standards of the Uniform Electronic Transactions Act, as adopted in 1999 and applied in the State of California (<http://cio.gov/egov/docs/legislation/7.pdf>), shall apply with regard to execution by the parties of this Agreement as well as to the execution and submission by the parties of any and all documents and agreements pertaining to the SquareTrade Services and any and all writings, affirmations, affidavits, declarations or sworn testimony that are submitted.

12. You agree that SquareTrade shall not be liable to any Party for its failure to perform under this Agreement to the extent that any such failure results from any cause beyond SquareTrade's reasonable control, including without limitation, acts of God, strike, electrical or power outage, the acts or omissions of a third party, earthquake, or weather.

13. You irrevocably agree that the laws of the State of California will govern this Agreement and your relationship to SquareTrade, without reference to any choice of law rules. Any dispute concerning services provided by SquareTrade under this Agreement must be submitted to mediation prior to filing an action against SquareTrade. All actions concerning the SquareTrade Services arising from this Agreement must be brought in the state or federal courts in San Francisco, California. This Agreement may not be assigned by You, by operation of law or otherwise, without prior written consent of SquareTrade. No amendment or modification shall be binding upon You unless reduced to writing and signed by the authorized officers of SquareTrade and You. The failure of You or SquareTrade to enforce any of the provisions of this Agreement shall not be construed as a waiver of that provision or the right to enforce that



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provision or any other provision. In the event that any provision of this Agreement is found to be unenforceable or invalid You agree that that provision will be changed and interpreted so as to best accomplish the objectives of the provision within the limits of applicable law or applicable court decisions.

SquareTrade may change the terms of this Agreement and the Rules referenced herein with reasonable email notice to You. Continued use of the SquareTrade Services after such notice will constitute acceptance of the change. You may terminate this Agreement if you do not agree with the change.

This Agreement may be signed in one or more counterparts, and will be effective as to You, any other parties to the dispute, and SquareTrade upon commencement of the arbitration by SquareTrade.

“YOU”

By \_\_\_\_\_  
*Your Signature*

Date \_\_\_\_\_

Please fax your signed Agreement to SquareTrade at **(425) 930-7419**.