



## Nathan's Papers LLC Terms of Use

Effective Date: January 18, 2021

### 1. Our Terms

- 1.1. Welcome to Nathan's Papers! Nathan's Papers is dedicated to reading and writing about the foundations of American governing. This includes reviewing books about the American Founding and publishing a related quarterly newsletter, In CONGRESS, with essays and book reviews. Nathan's Papers also hosts conferences on related topics.
- 1.2. **IMPORTANT** — THIS AGREEMENT (“**AGREEMENT**” or “**TERMS**”) IS A LEGAL AGREEMENT BETWEEN YOU (“**YOU**” or “**YOUR**”) AND NATHAN'S PAPERS (HEREINAFTER “**Nathan's Papers**,” “**WE**,” “**US**” OR “**OUR**”) THAT SETS FORTH THE LEGAL TERMS AND CONDITIONS FOR YOUR ACCESS TO AND USE OF <https://nathanspapers.com/> AND ANY OTHER WEBSITE OWNED AND OPERATED BY NATHAN'S PAPERS (THE “**WEBSITE**” OR “**SITE**”).
- 1.3. **PLEASE BE AWARE THAT SECTION 11 OF THESE TERMS OF SERVICE, BELOW, CONTAINS PROVISIONS THAT GOVERN HOW CLAIMS THAT YOU AND NATHAN'S PAPERS HAVE AGAINST EACH OTHER ARE RESOLVED. IN PARTICULAR, IT CONTAINS AN ARBITRATION AGREEMENT WHICH WILL, WITH LIMITED EXCEPTIONS, REQUIRE YOU TO SUBMIT CLAIMS THAT YOU HAVE AGAINST NATHAN'S PAPERS TO BINDING AND FINAL ARBITRATION. UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT IN SECTION 11 OF THESE TERMS: (i) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AND SEEK RELIEF AGAINST NATHAN'S PAPERS ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING; AND (ii) YOU ARE WAIVING YOUR RIGHT TO SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL ON YOUR CLAIMS. THE ARBITRATION PROVISIONS SET FORTH IN SECTION 11 OF THESE TERMS COULD AFFECT YOUR RIGHT TO PARTICIPATE IN PENDING CLASS ACTION LITIGATION. PLEASE SEE SECTION 11 FOR MORE INFORMATION REGARDING THESE ARBITRATION PROVISIONS, INCLUDING THE ARBITRATION PROVISIONS' IMPACT ON THE PENDING CLASS LITIGATION AND HOW TO OPT OUT OF ARBITRATION. THE TERMS OF SERVICE LIMIT THE REMEDIES THAT MAY BE AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.**
- 1.4. **Why should you read these Terms?** These terms create a legally binding agreement between you and us. By accessing or using the Site, you are accepting these Terms. Some of our Website may have additional rules, policies, and procedures. Where such additional terms apply, we will make them available for you.
- 1.5. **Agreement. BY USING ANY WEBSITE FROM NATHAN'S PAPERS, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.**
- 1.6. **Which provisions of the terms should you pay particular attention to?** The key terms that you should consider in particular detail are Sections: **3. Changes to the Site and these Terms; 7. Disclaimer; Limitation of Liability and Indemnification; 9. Termination and 11; Arbitration Agreement.**

1.7. **What to do if you don't want to accept these terms?** If you do not agree with all of the provisions of these terms, do not access and/or use the Website.

## 2. **Information about Nathan's Papers and contact details**

2.1. **Who we are.** Nathan's Papers LLC is a company registered in the State of Oregon, USA.

2.2. **Where we are based.** Our registered office is at 12725 SW Millikan Way, Suite 300, Beaverton, OR 97005.

2.3. **How to contact us.** You can contact us by writing to us at [lynn@nathanspapers.com](mailto:lynn@nathanspapers.com).

2.4. **How we may contact you.** If we have to contact you we may do so by email to the address you provided when you contact us by our email above.

2.5. **Email counts as "in writing".** When we use the words "writing" or "written" in these Terms, this includes emails. For contractual purposes, you consent to receiving communications from Nathan's Papers by email.

## 3. **Changes to the Website and these Terms**

3.1. **Small changes.** We reserve the right to change the terms and conditions of this Agreement or to modify or discontinue the Website offered by Nathan's Papers at any time. Those changes will go into effect on the effective date shown in the revised agreement. If we change this Agreement, we will give you notice by posting the revised agreement on the applicable website(s) and sending an email notice to you using the contact information provided by you. Therefore, you agree to keep your contact information up-to-date and that notice sent to the last email address you provided shall be considered effective. We also encourage you to check this Agreement from time to time to see if it has been updated.

3.2. **More significant changes.** In addition, we may make certain more significant changes to the Website and/or these Terms, but if we do so and these changes materially or adversely impact your rights or use of the Website, we will notify you of such changes. We may require you to provide consent to the updated agreement before further use of the Website is permitted. By continuing to use any Website after the new effective date, you agree to be bound by such changes. If the modified terms are not acceptable to you, except as otherwise required by law, your only recourse is to cease using the Website.

## 4. **Website Description**

4.1. **Website Description.** Nathan's Papers is dedicated to reading and writing about the foundations of American governing. This includes reviewing books about the American Founding, with essays and book reviews made available on the Website, and publishing a related quarterly newsletter, In CONGRESS, distributed by email (such users collectively referred to herein as "**Customer**" or "**User**"). As a User of the Website, you agree to provide us with complete and accurate information (if requested) and to update such information to keep it accurate, current and complete. You hereby grant Nathan's Papers the right to use and distribute the information that you have provided to Nathan's Papers, if any is provided, for the purpose for which it was provided.

4.2. **Eligibility & Age Restrictions.** Persons under 13 are prohibited from providing personal information on our Website. If you are under the age of thirteen (13), you may not use the Website under any circumstances. Further, you agree and represent and warrant that you will not show pictures of anyone under the age of 18 or talk about or share information regarding other people (whether or not they are Users of the Website) on or through the Website.

## 5. **Acceptable Use**

- 5.1. You are responsible for your use of the Website, and for any use of the Website on your behalf. Our goal is to create a positive experience in connection with our Website. To promote this goal, we prohibit certain kinds of conduct that may be harmful to other Users or to Nathan's Papers.
- 5.2. When you use the Website, you agree that you will not:
- (a) violate this Agreement or any Nathan's Papers' rules regarding use of the Website;
  - (b) violate any law or regulation;
  - (c) breach any agreements you enter into with any third parties;
  - (d) violate, infringe, or misappropriate other people's intellectual property, privacy, publicity, or other legal rights;
  - (e) engage in any behavior that is abusive, harassing, indecent, profane, obscene, hateful or otherwise objectionable;
  - (f) post any defamatory content or use the Website;
  - (g) impersonate any person or entity or perform any other similar fraudulent activity;
  - (h) use any means to scrape or crawl any web pages or Content contained in the Website (although Nathan's Papers may allow operators of public search engines to use spiders to index materials from the Website for the sole purpose of creating publicly available searchable indices of the materials, and Nathan's Papers reserves the right to revoke these exceptions either generally or in specific cases);
  - (i) attempt to circumvent any technological measure implemented by Nathan's Papers or any of Nathan's Papers' providers or any other third party (including another User) to protect the Website; to the extent permitted by applicable law, attempt to decipher, decompile, disassemble, or reverse engineer any of the software used to provide the Website; or
  - (j) advocate, encourage, or assist any third party in doing any of the foregoing.

## 6. **Ownership & Copyright**

- 6.1. **Ownership.** The parties agree that all proprietary rights in the Website are and will remain the sole and exclusive property of Nathan's Papers. This includes non-personally identifiable aggregate data collected by Nathan's Papers in connection with providing the Website, as well as usage statistics and traffic patterns, any and all rights, title and interest to which are hereby assigned to Nathan's Papers by you.

### 6.2. **Copyright Restrictions.**

- (a) The Website, including but not limited to software, content, text, photographs, images, graphics, video, audio, reviews and the compilation as a whole ("**Content**"), are copyrighted under U.S. copyright and other laws by Nathan's Papers or its licensors, unless otherwise noted. You must abide by all additional copyright notices or restrictions contained in the Website or elsewhere. You may not delete any legal or proprietary notices in the Website or elsewhere.
- (b) You agree that: (1) the Website may not be used, displayed, copied, reproduced, distributed, republished, uploaded, downloaded, posted, transmitted, mirrored or modified; and (2) except to the extent permitted by applicable law, you may not redistribute, sell, translate, modify, reverse-engineer or

reverse-compile or decompile, disassemble or make derivative works of the Website or any Content or components that are available on the Website.

- (c) You agree not to interfere or take action that results in interference with or disruption of the Website or servers or networks connected to the Website. You agree not to attempt to gain unauthorized access to other computer systems or networks connected to the Website. Nathan's Papers reserves all other rights. Except as expressly provided herein, nothing on the Website or as part of the Website will be construed as conferring any license under Nathan's Papers' and/or any third party's intellectual property rights, whether by estoppel, implication or otherwise. Notwithstanding anything herein to the contrary, Nathan's Papers may revoke any of the foregoing rights and/or your access to the Website, or any part thereof, at any time without prior notice.

6.3. **Book Reviews and Third Party Content.** You acknowledge and agree that the Website may make available certain Content, including literature and related posts, such as book reviews and newsletters, which are written by third parties. As such, Nathan's Papers hereby disclaims any and all liability and/or loss resulting from the Content published on or through the Website by third parties. Your review of the Site and Content is solely at your own risk, as further described in Section 7.

6.4. **Copyright Permission.** Permission is granted for viewing the Website pages and Content on the Internet, subject to the terms and conditions of this Agreement. In the event that information is downloaded from the Website, the information, including any Content, data or files incorporated in or generated by the Website are owned by Nathan's Papers and Nathan's Papers retains complete title to the information and all property rights therein. All other rights are reserved.

6.5. **Trademarks/Use of Name or Brand.** All Content, product names, trademarks, service marks and logos appearing as part of the Website, unless otherwise noted, are wholly owned or validly licensed by Nathan's Papers. Trademarks, service marks and logos owned by third parties remain the property of such third parties.

6.6. **Feedback.** If you submit any ideas, suggestions or testimonials "**Feedback**" to Nathan's Papers, you hereby transfer to us all rights in such Feedback without charge. You also agree that Nathan's Papers shall have the right to use and fully exploit such Feedback in any manner that we consider appropriate, including posting on the Internet. Please note that the Feedback you provide to us will not be treated as confidential information – accordingly, you agree not to submit to us any information or ideas that you consider to be confidential or proprietary. You may only submit ideas and material if you have obtained appropriate copyright and other permission to submit such materials and to permit Nathan's Papers to use such material without restriction. You agree that you will not violate or infringe the rights of third parties, including privacy, publicity and intellectual and proprietary rights, such as copyright or trademark rights.

## 7. **Disclaimer: Limitation of Liability and Indemnification**

7.1. **DISCLAIMER.** NATHAN'S PAPERS DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, COMPATIBILITY, SECURITY, ACCURACY, OR USEFULNESS WITH RESPECT TO THE WEBSITE AND/OR CONTENT THEREIN. THE WEBSITE AND ANY CONTENT ARE PROVIDED ON A STRICTLY "AS IS" BASIS, WITH ALL FAULTS. YOU AGREE TO USE THE WEBSITE AND/OR YOUR REVIEW OF THE CONTENT IS SOLELY AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM YOUR USE OF THE WEBSITE AND/OR CONTENT. ALTHOUGH WE INTEND TO TAKE REASONABLE

STEPS TO PREVENT ANY DAMAGES TO YOU, TO THE FULLEST EXTENT PERMITTED BY LAW, WE ARE NOT LIABLE FOR ANY DAMAGES OR HARM ATTRIBUTABLE TO THE FOREGOING.

7.2. **INDEMNIFICATION.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS NATHAN'S PAPERS, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, OBLIGATIONS, LOSSES, LIABILITIES, COSTS OR DEBT, AND EXPENSES (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY'S FEES) ARISING FROM: (i) YOUR USE OF AND/OR ACCESS TO THE WEBSITE AND/OR ANY CONTENT ACCESSED OR PROVIDED THROUGH THE WEBSITE; (ii) YOUR VIOLATION OF ANY TERM OF THESE TERMS OF WEBSITE; (iii) YOUR VIOLATION OF ANY THIRD PARTY RIGHT, INCLUDING WITHOUT LIMITATION, ANY COPYRIGHT, PROPERTY OR PRIVACY RIGHT; (iv) ANY CLAIM THAT YOUR CONTENT CAUSED DAMAGE TO A THIRD PARTY; AND/OR (v) YOUR VIOLATION OF ANY LAW OR REGULATION. THIS DEFENSE AND INDEMNIFICATION OBLIGATION WILL SURVIVE THESE TERMS OF SERVICE AND YOUR USE OF THE WEBSITE.

7.3. **LIMITATION OF LIABILITY.** EXCEPT AS PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL NATHAN'S PAPERS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, OR THE FAILURE TO OBTAIN AND MAINTAIN ANY LICENSES IN OR TO SUCH CONTENT, INCLUDING WITHOUT LIMITATION ANY CONTENT SOURCED FROM A THIRD PARTY; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SITE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SITE, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SITE BY ANY THIRD PARTY; AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT NATHAN'S PAPERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. TO THE FULLEST EXTENT PERMITTED BY LAW, YOU SPECIFICALLY ACKNOWLEDGE THAT NATHAN'S PAPERS SHALL NOT BE LIABLE FOR CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU. SOME JURISDICTIONS DO NOT ALLOW FOR LIMITED LIABILITY OR EXCLUSION OF IMPLIED WARRANTIES, SO NOT ALL OF THE ABOVE LIMITATIONS MAY APPLY TO YOU. YOU ACKNOWLEDGE AND UNDERSTAND THAT THE DISCLAIMERS, EXCLUSIONS AND LIMITATIONS OF LIABILITY SET FORTH HEREIN FORM AN ESSENTIAL BASIS OF THE AGREEMENT BETWEEN THE PARTIES

HERETO, THAT THE PARTIES HAVE RELIED UPON SUCH DISCLAIMERS, EXCLUSIONS AND LIMITATIONS OF LIABILITY, AND THAT ABSENT SUCH DISCLAIMERS, EXCLUSIONS AND LIMITATIONS OF LIABILITY, THE TERMS AND CONDITIONS OF THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT.

**7.4. WHAT WE DO NOT EXCLUDE.** NOTHING IN THESE TERMS SHALL LIMIT OR EXCLUDE OUR LIABILITY FOR:

- (a) DEATH OR PERSONAL INJURY RESULTING FROM OUR NEGLIGENCE OR THE NEGLIGENCE OF OUR EMPLOYEES, AGENTS OR SUBCONTRACTORS;
- (b) FRAUD OR FRAUDULENT MISREPRESENTATION;
- (c) ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED BY APPLICABLE LAW.

**7.5. Location of the Website.** The Website is controlled by Nathan's Papers from its facilities in the United States of America. Nathan's Papers makes no representations or warranties that the Website is appropriate or available for use in other locations. Those who access or use the Website from other jurisdictions do so at their own volition and are responsible for compliance with all applicable local laws and regulations.

**8. Third Party Links and Social Network Sites.**

The Website may contain links to third-party websites and services ("Third-Party Links"), including certain social networking sites such as Facebook, Instagram and/or LinkedIn. Where the Website contains links to Third-Party Links, these links are provided for your information and convenience only. We have no control over the contents of those sites or resources. Nathan's Papers does not review, approve, endorse or make any promises with respect to Third-Party Links. You use Third-Party Links at your own risk. You use all Third-Party Links at your own risk, and should apply a suitable level of caution and discretion in doing so. When you click on any of the Third-Party Links, the applicable third party's terms and policies apply, not these Terms.

**9. Termination**

**9.1. When we might suspend or terminate your Site access.** We may, in our discretion and without liability to you, with or without cause, with or without prior notice and at any time: (a) terminate this Agreement and/or your access to the Website

**9.2. What happens when these Terms terminate?** In the event Nathan's Papers terminates this Agreement or your access to the Website, you must immediately cease all use of the Site.

**9.3. Our right to cancel.** If we terminate this Agreement and/or your access to the Website as a result of your violation of any applicable law or regulation, we may also, at our sole discretion, inform law enforcement or regulatory authorities of the circumstances surrounding such termination.

**10. Other Important Terms**

**10.1. Privacy Policy.** You hereby agree that you may not collect, distribute or gather personal or aggregate information, including Internet or e-mail addresses, about Nathan's Papers' customers or other Users.

**10.2. Anti-Spam.** Nathan's Papers prohibits the sending of unsolicited bulk email or text messages (spam). Spam is defined for this purpose as sending multiple messages similar in content to any persons, entities, newsgroups, forums, email lists, or other groups or lists unless prior authorization has been obtained from the recipient or

unless a business or personal relationship has already been established with the recipient. Nathan's Papers also prohibits using false headers in emails or falsifying, forging or altering the origin of any email or text message in connection with Nathan's Papers, and/or any products and Website. Nathan's Papers prohibits engaging in any of the foregoing activities by using the service of another provider, remailer service, or otherwise. IF YOU OR ANYONE YOU KNOW IS "SPAMMED" BY SOMEONE IN RELATION TO NATHAN'S PAPERS' WEBSITE, PLEASE CONTACT US PROMPTLY VIA THE CONTACT MECHANISM MADE AVAILABLE VIA THE WEBSITE SO THAT WE MAY TAKE APPROPRIATE ACTION.

- 10.3. **Governing Law and Jurisdiction.** This Agreement will be governed by and interpreted in accordance with the laws of the State of Oregon and we both agree, except where prohibited by law, to submit to the exclusive jurisdiction of the applicable state and federal courts located in the State of Oregon.
- 10.4. **Even if we delay in enforcing these Terms, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking these Terms, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 10.5. **Rights and Remedies. Waiver. No delay or omission by either party hereto to exercise any right or power occurring upon any noncompliance or default by the other party with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof. The terms and conditions of this Agreement may be waived or amended only in writing and only by the party that is entitled to the benefits of the term(s) or condition(s) being waived or amended.** Unless stated otherwise, all remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity, or otherwise.
- 10.6. **Severability.** If any provision of this Agreement or any word, phrase, clause, sentence, or other portion thereof should be held to be unenforceable or invalid for any reason, then such provision or portion thereof shall be modified or deleted in such manner as to render this Agreement as modified legal and enforceable to the maximum extent permitted under applicable laws.
- 10.7. **Authority.** The party entering into this Agreement hereby acknowledges, represents and warrants that he or she is expressly and duly authorized to enter into this Agreement and to legally bind said party to this Agreement.
- 10.8. **We may transfer these Terms to someone else.** This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by without restriction. We may transfer our rights and obligations under these Terms to another organisation – for example, this could include another member of our group of companies or someone who buys our business. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under these Terms.
- 10.9. **Nobody else has any rights under these Terms.** These Terms are between you and us. No other person or party shall have any rights to enforce any of its terms.
- 10.10. **Notice to California Users.** Under California Civil Code Section 1789.3, Users of the Website from California are entitled to the following specific consumer rights notice. You may report complaints to The Complaint Assistance Unit of the Division of Consumer Website of the California Department of Consumer Affairs may be contacted in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.
11. **Arbitration Agreement and Dispute Resolution.** Please read this Arbitration Agreement carefully. It is part of your contract with Haven Connect and affects your rights. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

- 11.1. **Scope of Arbitration Agreement (“Arbitration Agreement”).** You acknowledge and agree that any dispute or claim relating in any way to your access or use of the Website or to any other aspect of your relationship with Nathan’s Papers 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 Nathan’s Papers 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). This Arbitration Agreement shall apply, without limitation, to all claims that arose before this or any prior Agreement. **NOW OR IN THE FUTURE, THERE MAY BE LAWSUITS AGAINST Nathan’s Papers ALLEGING CLASS, COLLECTIVE, AND/OR REPRESENTATIVE CLAIMS. SUCH CLAIMS, IF SUCCESSFUL, COULD RESULT IN SOME MONETARY RECOVERY TO YOU. THE EXISTENCE OF SUCH CLASS, COLLECTIVE, AND/OR REPRESENTATIVE LAWSUITS DOES NOT MEAN THAT SUCH LAWSUITS WILL ULTIMATELY SUCCEED. BUT IF YOU AGREE TO ARBITRATION WITH Nathan’s Papers, YOU ARE AGREEING IN ADVANCE THAT YOU WILL NOT PARTICIPATE IN OR SEEK TO RECOVER MONETARY OR OTHER RELIEF UNDER SUCH CLASS, COLLECTIVE, AND/OR REPRESENTATIVE LAWSUITS. INSTEAD, BY AGREEING TO ARBITRATION, YOU MAY BRING YOUR CLAIMS AGAINST Nathan’s Papers IN AN INDIVIDUAL ARBITRATION PROCEEDING. IF SUCCESSFUL ON SUCH CLAIMS, YOU COULD BE AWARDED MONEY OR OTHER RELIEF BY AN ARBITRATOR.**
- 11.2. **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, Registered Agents, Inc. at 5305 River Road N, Suite B, Keizer, Oregon, 97303. The arbitration will be conducted by the American Arbitration Association (“AAA”) under its rules, including the AAA’s Supplementary Procedures for Consumer-Related Disputes. The AAA’s rules are available at [www.adr.org](http://www.adr.org) or by calling the AAA at 1-800-778-7879. Payment of all filing, administration, and arbitration fees will be governed by the AAA’s rules. We will reimburse those fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. Likewise, Nathan’s Papers will not seek attorneys’ fees and costs in arbitration unless the arbitrator determines the claims are frivolous. If the AAA is not available to arbitrate, the parties will select an alternative arbitral forum.
- 11.3. **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 Nathan’s Papers. The dispute will not be consolidated with any other matters or joined with any other cases 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 Agreement. The arbitrator will 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 on you and Nathan's Papers.

- 11.4. **Waiver of Jury Trial.** YOU AND Nathan's Papers EACH KNOWINGLY AND VOLUNTARILY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND RECEIVE A JUDGE OR JURY TRIAL. You and Nathan's Papers are instead electing to have claims and disputes resolved by arbitration. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is limited. In any litigation between you and Nathan's Papers over whether to vacate or enforce an arbitration award, you and Nathan's Papers waive all rights to a jury trial, and elect instead to have a judge resolve the dispute.
- 11.5. **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 Nathan's Papers is entitled to arbitration. Instead, all claims and disputes will then be resolved in a court as set forth in this Section 14 (Exclusive Venue) below.
- 11.6. **Opt Out.** You may opt out of this Arbitration Agreement. If you do so, neither you nor Nathan's Papers can force the other to arbitrate. To opt out, you must notify Nathan's Papers in writing no later than 30 days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, your Nathan's Papers username (if any), the email address you used to set up your Nathan's Papers 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: 12725 SW Millikan Way, Suite 300, Beaverton, OR 97005. If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any previous, other, or future arbitration agreements that you may have with us.
- 11.7. **Survival.** This Arbitration Agreement will survive any termination of your relationship with Nathan's Papers.
- 11.8. **Exclusive Venue.** To the extent the parties are permitted under this Agreement to initiate litigation in a court, both you and Nathan's Papers agree that all claims and disputes arising out of or relating to the Agreement will be litigated exclusively in the state or federal courts located in the applicable county within the State of Oregon.

PLEASE PRINT A COPY OF THIS AGREEMENT FOR YOUR RECORDS AND PLEASE CHECK BACK FREQUENTLY, AND IF YOU'VE PROVIDED YOUR EMAIL ADDRESS PLEASE KEEP AN EYE OUT, FOR ANY CHANGES TO THIS AGREEMENT.