

MANDATORY ARBITRATION

PLEASE READ THIS ARBITRATION PROVISION CAREFULLY TO UNDERSTAND YOUR RIGHTS. YOU AGREE THAT ANY CLAIM THAT YOU MAY HAVE IN THE FUTURE MUST BE RESOLVED THROUGH BINDING ARBITRATION. YOU WAIVE THE RIGHT TO HAVE YOUR DISPUTE HEARD IN COURT AND WAIVE THE RIGHT TO BRING CLASS CLAIMS. YOU UNDERSTAND THAT DISCOVERY AND APPEAL RIGHTS ARE MORE LIMITED IN ARBITRATION.

Arbitration is a method of resolving a claim, dispute or controversy without filing a lawsuit. By agreeing to arbitrate, the right to go to court is waived and instead claims, disputes or controversies are submitted to binding arbitration. This provision sets forth the terms and conditions of our agreement.

By entering into this subscription, YOU elect to have disputes resolved by arbitration. YOU and MediaNews Group, Inc., d/b/a/ Digital First Media (“DFM”), agree that this subscription affects interstate commerce and the Federal Arbitration Act (“FAA”) applies. YOU and DFM also agree any involved third party may pursue a Claim. “Claim” means any dispute between YOU, DFM or any involved third party relating to your subscription, payment thereof, or our relationship, including any application, subscription, and any representations, omissions or warranties. YOU or DFM may seek remedies in small claims court without arbitrating.

YOU or DFM may select arbitration with [American Arbitration Association](#) or [JAMS](#). The hearing will be in the federal district where YOU reside. If agreed, it may be by telephone or written submissions. Filing and arbitrator fees to be paid per the sponsor rules. YOU may contact the sponsor for a fee waiver. If no fee waivers, DFM will pay filing and arbitrator fees up to \$5,000, unless law requires more. Each party is responsible for other fees. Arbitrator may award costs or fees to prevailing party, if permitted by law. DFM will not seek fees, unless the claims are frivolous.

Arbitrator shall be an attorney or current or retired judge. The arbitrator shall follow substantive law, statute of limitations and decide all issues relating to the interpretation, construction, enforceability and applicability of this provision. The arbitrator may order relief permitted by law. This provision is governed and enforceable by the FAA. An award shall include a written opinion and be final, subject to appeal by the FAA.

This provision survives termination of your subscription, our relationship, bankruptcy, assignment or transfer. If part of this provision is unenforceable, the remainder remains in effect. If unenforceability allows arbitration as a class action, then this provision is entirely unenforceable. DFM reserves the right to make changes to this provision after providing written notice per these Terms of Use.