

Consumer Privacy, Texting, and Dispute Resolution Policy

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YOUR USE OF THIS WEBPAGE MEANS THAT YOU ARE AGREEING TO ALL THREE PARTS OF THIS CONSUMER PRIVACY, TEXTING, AND DISPUTE RESOLUTION POLICY (THE “PRIVACY POLICY” OR THIS “AGREEMENT”)

At Florida Window & Door (hereinafter, “FWD”, “We,” “Us,” or “Our”), we recognize that earning and retaining your trust is one of the most important things we do as a business. Protecting your privacy is a responsibility we take very seriously.

There are three parts to this Consumer Privacy, Texting, and Dispute Resolution Policy. The first part is an overall discussion to help you understand that FWD only collects, uses, sells, and/or shares the personal data you provide to us on our websites, mobile applications, via email, texting, or telephone calls, and through our service providers and distribution partners. In addition, the first part also includes information on how we safeguard and collect sensitive personal information (if at all), the categories of sensitive personal information to be collected and the purposes for which the categories of sensitive personal information are collected or used, and whether such information is sold or shared. Finally, this Consumer Privacy Policy also contains information on the length of time our company intends to retain each category of personal information, including sensitive personal information.

The second part addresses texting and our texting policies and practices.

The third part is our dispute resolution section, which discusses how disputes that may arise between us are to be handled.

This Privacy Policy does not address, and we are not responsible for, the privacy, information, or other practices of any third party, including any third-party finance companies, suppliers, website operators, or any third party operating any site to which our websites contain a link. By downloading, accessing, or using our websites or content on our websites, or using any electronic application on a mobile phone, tablet, or similar device (“Device”) to purchase any FWD product or seek third-party financing for any purchase from FWD, or providing information to us in connection with any such transaction or any of our websites, mobile applications or other sites or services, you acknowledge that you have read and understood the terms and conditions of this Privacy Policy.

Who We Are

We have been providing quality home improvement and remodeling products and services throughout Florida since 1983. We care about quality, and it is our commitment to provide a better community by helping one family at a time to have a comfortable and efficient home.

- <https://www.floridawindowanddoor.com/> (together with any other FWD websites) is our flagship website, where we make available FWD’s complete range of products and services directly to consumers.
- At FWD, we also work with affiliates, distributors, and suppliers. These are companies that may manufacture, distribute, finance, promote, or install our products and services to consumers, and may also host our internet websites and provide us with information on consumers interested in our products and services. Some of these groups have their own individual websites.

If you provide personal data directly to our industry partners, affiliates, distributors, or suppliers, the terms of their respective privacy policies will apply to such disclosures. You should carefully review the privacy policies of the industry partners, affiliates, distributors, or suppliers prior to providing personal data to such third parties.

Privacy Policy – Part 1

Collection of your personal data

In the course of our business, we collect and process personal data in different ways. We may collect personal data you give us directly, but we also collect data from how you interact with our services, for example by using cookies on this website. We may also receive personal data from third parties.

The personal data we collect about you may include, but is not limited to your name, email address, postal address, phone number, billing information, survey responses, and other information you may provide about yourself to our site, your IP address, and web browser software.

You can choose not to provide personal data to us, but in general, some personal data about you is required in order for you to receive relevant offerings from FWD and its partners.

- **Information that you provide to us:** We receive and store any personal data you enter on our websites or give us in any other way. For example, in order to purchase products or services, it may be necessary for you to disclose personal data, including your name, address, email address, phone number, credit card details, and other personally identifying information. If you complete any sort of credit application with a third party to finance a purchase of FWD products and services, we may see that information as well.
- **Information about others:** You may have the opportunity to provide contact information for other people through our websites. You will need to submit that individual's personal data. You must obtain the consent of other individuals prior to providing us with their personal data.
- **Information from Other Sources:** We also may periodically obtain personal data about you that is publicly available, from affiliated entities, business partners, and other independent third-party sources and add it to other information about you. For example, if you visit FWD by "clicking through" from a site operated by one of our business partners, and you have registered with that partner, then personal data about you that you have provided to that partner may be shared with us, such as contact information and demographic information. As another example, if you access third-party services, such as social media services, through our website or before coming to our website, we may collect information such as your username and other information made available to us through those services. We will work with our existing partners and potential future partners to improve and personalize your use of our website in accordance with the practices outlined in this Privacy Policy.
- **Automatic Information:** We automatically collect certain information from your computer or mobile device when you visit our website or any of our affiliates' web pages that are hosted by us. For example, we collect your IP address, web browser software, and referring website. To help us analyze the usage of our websites and related services, and to send more relevant communications to you, we also collect and keep track of your online activity on our website, such as content viewed, and pages visited.

How we use your personal data

We use the personal data that we collect about you only for specific purposes. This includes but is not limited to offering FWD products and services to you, managing your access to and use of our website and publishing any reviews, ratings, and photos, communicating with you about your account and experiences with us, or use of our site and services to respond to or follow up on your comments and questions, and otherwise providing customer service, notifying you about changes to our terms or this Privacy Policy, asking you to leave a review or take a survey, operating and improving our site and services, personalizing your experience on our site, measuring interest in and improving our site and services, notifying you about FWD promotions and special offers, to letting you partake in a prize drawing or competition or completing a survey, protect, investigating and deterring against fraudulent, unauthorized or illegal activity, administering and protecting our business, and to resolving disputes or troubleshoot problems.

We will only use your personal data when the law allows us to. Most commonly, we will use your personal data in the following circumstances:

- Where we need to perform a contract to be entered into with you.
- Where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests.
- With your consent.
- Where we need to comply with a legal or regulatory obligation.

Marketing

We may call, text, email, or send you marketing messages with information about FWD deals and product news, offers, and other special promotions that we believe you will find valuable, interesting, or informative.

You will receive marketing messages from us if you have given your consent, if you have requested them, or if you purchased goods or services from us and you have not opted out of receiving marketing messages.

If you are no longer interested in receiving future marketing communications from FWD, you have several choices for opting out, you may unsubscribe at any time by following the directions and link included in each email marketing message we send or by writing to us with your request (our contact information is set forth further below in this Privacy Policy).

Please note that even if you opt out of receiving future marketing communications from FWD, we will continue to contact you regarding your purchases and administrative and service-related information such as warranty servicing and installation scheduling. We reserve the right to send you other non-marketing communications, including service announcements, administrative messages, and surveys without offering you the opportunity to opt out of receiving them.

With whom we share your personal data

We may store the personal data and submissions you make to FWD (your “Content”), share it with our affiliates, distributors, or suppliers, and use it for promotional purposes. FWD may share your personal data with other parties, including service providers who work on our behalf. If we sell or divest our business or any part of it, and your personal data relates to such sold or divested part of our business, or if we merge with another business, we will share your personal data with the new owner of the business or our merger partner, respectively. If we are legally obliged to do so, we will share personal data to protect our customers, the site, as well as our company, and our rights and property. In any instance in which we share or sell your personal data to a third-party or disclose it to a service provider or contractor for a business purpose, we

will enter into an agreement with such third-party, service provider or contractor that: (1) specifies that the personal information is sold or disclosed by us only for limited and specified purposes; (2) obligates the third-party, service provider, or contractor to comply with applicable obligations under the relevant current legislation and obligate those persons to provide the same level or privacy protection as is required by relevant current legislation; (3) grants us the right to take reasonable and appropriate steps to help ensure that the third-party, service provider or contractor uses the personal information transferred in a manner consistent with its obligations under relevant current legislation; (4) requires the third-party, service provider, or contractor to notify us if it makes a determination that it can no longer meet its obligations under this title; and (5) grants us the right, upon notice (including under the previous sentence (4)), to take reasonable and appropriate steps to stop and remediate unauthorized use of personal information.

- **Social Media Services.** If you connect to FWD using Facebook, we may show you reviews, photos, and comments that your Facebook friends have posted, shared, saved, or purchased on FWD. Note that, if you have Facebook friends who are using FWD, they may also share personal data about you with us through Facebook. If you wish to prevent that sharing, please review your Facebook privacy settings. You may also be able to choose to access third-party social media websites and services through FWD (such as Facebook and Twitter). When you do so, you are sharing personal data with those sites, and the personal data you share is governed by their privacy policies. You may also be able to modify your privacy settings with these third-party social media websites.
- **Service Providers.** Some of the personal data we collect is shared with service providers (our affiliates, distributors, or suppliers) who are directly involved in fulfilling the purchases you have made from us. We only provide our service providers with the necessary information (e.g., your name, address for installation work, your local phone number, your mobile phone number, etc.).
- **Third-Party Vendors.** We may also share your personal data with third-party vendors who provide services or functions on our behalf, including business analytics, payment processing, customer service, marketing, public relations, distribution of surveys or sweepstakes programs, and fraud prevention. We may also authorize third-party vendors to collect personal data on our behalf, including, for example, as necessary to operate features of our websites or to facilitate the delivery of online advertising tailored to your interests. Third-party vendors have access to and may collect personal data only as needed to perform their functions and are not permitted to share or use the personal data for any other purpose. We currently contract with several third-party online partners to help manage and optimize our internet business and communications. We use the services of third-party marketing companies to help us measure the effectiveness of our advertising and how visitors use our website.
- **Referring Websites.** If you were referred to FWD from another website, we may share your registration information, such as your name, email address, mailing address, telephone number, and home remodeling and improvement preferences, about you with that referring website. We have not placed limitations on the referring websites' use of personal data, and we encourage you to review the privacy policies of any website that referred you to FWD.
- **Companies within our Corporate Family.** We may share your personal data within the FWD group of companies. This sharing enables us to provide you with information about FWD products and services that might interest you. To the extent that our corporate affiliates have access to your personal data, they will follow practices that are at least as restrictive as the practices described in this Privacy Policy. They also will comply with applicable laws governing the transmission of promotional communications and, at a minimum, give you an opportunity in any commercial email they send to choose not to receive such email messages in the future.

We may also share or disclose personal data if we believe, at our sole discretion, this to be necessary:

- to comply with legitimate and enforceable subpoenas, court orders, or other legal processes; to establish or exercise our legal rights; to defend against legal claims; or as otherwise required by law. In such cases, we reserve the right to raise or waive any legal objection or right available to us;
- to investigate, prevent, or take action regarding illegal or suspected illegal activities; to protect and defend the rights, property, or safety of FWD, our users, or others; and in connection with our Terms of Use or other agreements, including with our partners or suppliers;
- following a corporate transaction, such as divestiture, merger, acquisition, consolidation, or asset sale, or in the unlikely event of bankruptcy;
- with law enforcement agencies and other governmental bodies (if we are legally obliged to do so).

We also may share aggregate or anonymous information with third parties, including advertisers and investors. For example, we may tell our advertisers the number of visitors our website receives or the most popular products we sell. This information does not contain any personal data and is used to develop content and services we hope you will find of interest.

How long will we retain your personal data?

We will only retain your personal data for as long as necessary to fulfill the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements.

To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorized use or disclosure of your personal data, the purposes for which we process your personal data, and whether we can achieve those purposes through other means, and the applicable legal requirements.

Cookies and other web technologies

We collect personal data via cookies and similar technologies. “Cookies” are pieces of information that are stored by your web browser on your computer’s hard disk, for record-keeping purposes. Cookies contain basic information about your Internet use, but they do not normally identify you personally. Your browser sends these cookies back to us every time you revisit our website, so it can recognize your computer or mobile device and personalize and improve your site experience. For instance, when we use a cookie to identify you, you would not have to log in with a password more than once, thereby saving time while on our site. Cookies can also enable us to track and target the interests of our users to enhance the experience on our site. The usage of a cookie is in no way linked to any personally identifiable information on our site.

By continuing to use our websites, you consent to our use of cookies. You can find more information about cookies in general, including how to see what cookies are installed on your (mobile) device and how to manage and delete them on www.allaboutcookies.org and <http://www.youronlinechoices.com/>.

Please note that if you choose to delete FWD cookies, your access to some functionality and areas of our website may be degraded or restricted.

How we protect your personal data

At FWD, we seek to maintain the integrity and security of your personal data. We have implemented and maintain appropriate physical, administrative, technical, and organizational measures to protect the personal data you provide us against unauthorized or unlawful access, use, or disclosure, and against accidental loss, damage, alteration, or destruction.

We seek to store your personal data in secure operating environments that are not accessible to the general public and to have security measures in place at our physical facilities to protect against the loss, misuse, or alteration of your personal data by our employees or third parties.

However, no data transmission over the internet or data storage environment can be guaranteed to be 100% secure, so we cannot give an absolute assurance that the personal data you provide to us will be secure at all times. FWD will rely on you telling us if you experience any unusual events that may indicate a breach in your information security. We will then seek to investigate whether this was related to the data transmissions from or to FWD and let you know what steps can be taken and have been taken to help rectify the problem.

External Links

Our site may include links to third-party sites, plug-ins, and applications. If you access other sites from the links provided on our site, the operators of these sites may be able to collect or share information about you. This information will be used by their privacy policy, which may be different from our Privacy Policy. We do not control these third-party websites and recommend that you review the privacy policies posted on these third-party websites to fully understand their procedures for the collection, use, and disclosure of personal data.

Texting Policy – Part 2

ADDITIONAL TERMS & CONDITIONS AND PRIVACY FOR TEXT MARKETING

FWD is offering a mobile messaging service (the “Service”), which you agree to use and participate in subject to these Mobile Messaging Terms and Conditions and Privacy Policy (the “Agreement”). By opting in to or participating in our Services, you accept and agree to these Terms and Conditions, including, without limitation, Part 3 of this Privacy Policy which is your agreement to resolve any disputes with us through binding, individual-only arbitration. This Agreement is limited to the Service and is not intended to modify other Terms and Conditions or Privacy Policy that may govern the relationship between you and Us in other contexts.

User Opt-In: The Service allows Users to receive SMS mobile messages by affirmatively opting into the Service through an online application. By participating in the Service, you agree to receive autodialed or prerecorded marketing mobile messages at the phone number associated with your opt-in, and you understand that consent is not required to make any purchase from Us. While you consent to receive messages sent using an autodialer, the foregoing shall not be interpreted to suggest or imply that any or all of Our mobile messages are sent using an automatic telephone dialing system (“ATDS” or “autodialer”).

User Opt-Out: If you do not wish to continue participating in the Service or no longer agree to this Agreement, you agree to reply “STOP”, “END”, “CANCEL”, “UNSUBSCRIBE”, or “QUIT” to any mobile message from Us in order to opt out of the Service. You may receive an additional mobile message confirming your decision to opt-out. You understand and agree that the foregoing options are the only reasonable and valid methods of opting out. You also understand and agree that any other method of opting out, including, but not limited to, texting words other than those set forth above or verbally requesting one of our employees to remove you from our list, is not a reasonable or valid means of opting out.

Duty to Notify and Indemnify: If at any time you intend to stop using the mobile telephone number that has been used to subscribe to the Service, including canceling your service plan or selling or transferring

the phone number to another party, you agree that you will complete the User Opt-Out process set forth above before ending your use of the mobile telephone number. You understand and agree that your agreement to do so is a material part of these Terms and Conditions. You further agree that, if you discontinue the use of your mobile telephone number without notifying Us of such change, you agree that you will be responsible for all costs (including attorneys' fees) and liabilities incurred by Us, or any party that assists in the delivery of the mobile messages, as a result of claims brought by individual(s) who are later assigned that mobile telephone number. This duty and agreement shall survive any cancellation or termination of your agreement to participate in any of our Services.

YOU AGREE THAT YOU SHALL INDEMNIFY, DEFEND, AND HOLD US HARMLESS FROM ANY CLAIM OR LIABILITY RESULTING FROM YOUR FAILURE TO NOTIFY US OF A CHANGE IN THE INFORMATION YOU HAVE PROVIDED, INCLUDING ANY CLAIM OR LIABILITY UNDER THE TELEPHONE CONSUMER PROTECTION ACT, 47 U.S.C. § 227, et seq., OR SIMILAR STATE AND FEDERAL LAWS, AND ANY REGULATIONS PROMULGATED THEREUNDER RESULTING FROM US ATTEMPTING TO CONTACT YOU AT THE MOBILE TELEPHONE NUMBER YOU PROVIDED.

Service Description: Without limiting the scope of the Service, users that opt into the Service can expect to receive messages concerning the marketing and sale of FWD home improvement and remodeling products, services, and related software products and services.

Cost and Frequency: Message and data rates may apply. The Service involves recurring mobile messages, and additional mobile messages may be sent periodically based on your interaction(s) with Us.

Support Instructions: For support regarding the Service, text "HELP" to the number you received messages from or email us at support@floridawindowanddoor.com. Please note contacting Us at this email address is not a reasonable or valid method of opting out of the Service. Opt-outs must be submitted in accordance with the procedures set forth above.

Our Disclaimer of Warranty: The Service is offered on an "as-is" basis, may not be available in all areas at all times, and may not continue to work in the event of product, software, coverage, or other changes made by your wireless carrier. We will not be liable for any delays or failures in the receipt of any mobile messages connected with this Service. Delivery of mobile messages is subject to effective transmission from your wireless service provider/network operator and is outside of Our control.

Participant Requirements: You must have a wireless device of your own, be capable of two-way messaging, be using a participating wireless carrier, and be a wireless service subscriber with text messaging service. Not all cellular phone providers carry the necessary service to participate. Check your phone capabilities for specific text-messaging instructions.

Age Restriction: You may not use or engage with the Platform if you are under thirteen (13) years of age. If you use or engage with the Platform and are between the ages of thirteen (13) and eighteen (18) years of age, you must have your parent's or legal guardian's permission to do so. By using or engaging with the Platform, you acknowledge and agree that you are not under the age of thirteen (13) years, are between the ages of thirteen (13) and eighteen (18), and have your parent's or legal guardian's permission to use or engage with the Platform or are of adult age in your jurisdiction. By using or engaging with the Platform, you also acknowledge and agree that you are permitted by your jurisdiction's applicable law to use and/or engage with the Platform.

Prohibited Content: You acknowledge and agree to not send any prohibited content over the Platform. Prohibited content includes:

- Any fraudulent, libelous, defamatory, scandalous, threatening, harassing, or stalking activity;
- Objectionable content, including profanity, obscenity, lasciviousness, violence, bigotry, hatred, and discrimination on the basis of race, sex, religion, nationality, disability, sexual orientation, or age;
- Pirated computer programs, viruses, worms, Trojan horses, or other harmful code;
- Any product, service, or promotion that is unlawful where such product, service, or promotion thereof is received;
- Any content that implicates and/or references personal health information that is protected by the Health Insurance Portability and Accountability Act (“HIPAA”) or the Health Information Technology for Economic and Clinical Health Act (“HITEC” Act); and
- Any other content that is prohibited by applicable law in the jurisdiction from which the message is sent.

Miscellaneous: You warrant and represent to Us that you have all necessary rights, power, and authority to agree to these Terms and Conditions and perform your obligations hereunder, and nothing contained in this Agreement, or the performance of such obligations, will place you in breach of any other contract, agreement, or obligation. The failure of either party to exercise, in any respect, any right provided for herein will not be deemed a waiver of any further rights hereunder. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the extent necessary so that this Agreement otherwise will remain in full force, effect, and enforceable. Any new features, changes, updates, or improvements of the Service shall be subject to this Agreement unless explicitly stated otherwise in writing. We reserve the right to change this Agreement from time to time. Any updates to this Agreement shall be communicated to you. You acknowledge your responsibility to review this Agreement from time to time and to be aware of any such changes. By continuing to participate in the Service after any such changes, you accept this Agreement, as modified.

Texting Privacy: We will only use the information you provide through the Service to transmit your mobile messages and respond to you, if necessary. This includes, but is not limited to, sharing information with platform providers, phone companies, and other vendors who assist us in the delivery of mobile messages. WE DO NOT SELL, RENT, LOAN, TRADE, LEASE, OR OTHERWISE TRANSFER FOR PROFIT ANY PHONE NUMBERS OR CUSTOMER INFORMATION COLLECTED THROUGH THE SERVICE TO ANY THIRD PARTY. Nonetheless, We reserve the right at all times to disclose any information as necessary to satisfy any law, regulation, or governmental request, to avoid liability, or to protect Our rights or property. When you complete forms online or otherwise provide Us with information in connection with the Service, you agree to provide accurate, complete, and true information. You agree not to use a false or misleading name or a name that you are not authorized to use. If, in Our sole discretion, We believe that any such information is untrue, inaccurate, or incomplete, or you have opted into the Service for an ulterior purpose, We may refuse you access to the Service and pursue any appropriate legal remedies.

Dispute Resolution Policy – Part 3

NOTICE: BY VISITING AND/OR USING THIS WEBSITE AND SUBMITTING ANY INFORMATION THROUGH OR VIA THIS WEBSITE, YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE ‘ARBITRATION OF DISPUTES’ PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY FLORIDA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE ‘ARBITRATION OF DISPUTES’ PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE BUSINESS AND PROFESSIONS CODE OR OTHER APPLICABLE LAWS.

Going forward, in this Part 3, “We” refers to (i) you, as the visitor to this website and (ii) FWD, together. “I” refers to you, as the visitor to this website.

ARBITRATION OF DISPUTES

WE AGREE THAT ANY AND ALL DISPUTES, CLAIMS, OR CONTROVERSIES (HEREAFTER REFERRED TO AS A “CLAIM”) ARISING UNDER OR RELATING TO MY USE OF (I) THIS WEBSITE, (II) MY ENTERING OF INFORMATION OR DATA INTO THE FORMS CONTAINED ON THIS WEB SITE, OR (III) ANY HOME IMPROVEMENT AGREEMENT BETWEEN ME AND FWD AND/OR ITS AUTHORIZED DEALERS (“OUR AGREEMENT”), INCLUDING BY WAY OF EXAMPLE AND NOT AS A LIMITATION: (I) THE RELATIONSHIPS RESULTING FROM OUR AGREEMENT, CALLS, TEXTS OR EMAILS MADE TO ME OR SENT TO ME AND ANY THE WORK AND TRANSACTIONS ARISING AS A RESULT THEREOF INCLUDING ANY FEDERAL OR STATE STATUTORY OR REGULATORY CLAIMS; (II) THE BREACH OR ALLEGED BREACH OF OUR AGREEMENT; OR (III) THE VALIDITY OF OUR AGREEMENT OR THE VALIDITY OR ENFORCEABILITY OF THIS ARBITRATION OF DISPUTES PROVISION (“PROVISION”), SHALL BE SUBJECT TO ARBITRATION IN ACCORDANCE WITH THIS PROVISION.

I AGREE THAT I WILL ASSERT A CLAIM ONLY ON BEHALF OF MY OWN SELF AND THAT I WILL NOT ASSERT A CLAIM ON BEHALF OF, OR AS A MEMBER OF, A CLASS OR GROUP IN EITHER AN ARBITRATION PROCEEDING, A PRIVATE ATTORNEY GENERAL ACTION OR IN ANY OTHER FORUM OR ACTION. NOTWITHSTANDING ANY OTHER LANGUAGE IN THIS PROVISION, ONLY A COURT, NOT AN ARBITRATOR, WILL DECIDE CLAIMS ABOUT THE VALIDITY, ENFORCEABILITY, COVERAGE, OR SCOPE OF THIS PROVISION OR ANY PART OF THIS PROVISION. HOWEVER, ANY CLAIM THAT CONCERNS THE VALIDITY OR ENFORCEABILITY OF OUR AGREEMENT AS A WHOLE IS FOR THE ARBITRATOR, NOT A COURT, TO DECIDE. IF A COURT DETERMINES THAT THIS PROVISION IS NOT FULLY ENFORCEABLE, THE COURT’S DETERMINATION SHALL BE SUBJECT TO APPEAL. THIS PROVISION DOES NOT APPLY TO ANY LAWSUIT OR ADMINISTRATIVE PROCEEDING FILED AGAINST FWD BY A STATE OR FEDERAL GOVERNMENT AGENCY EVEN WHEN SUCH AGENCY IS SEEKING RELIEF ON BEHALF OF A CLASS OF CONSUMERS. THIS MEANS THAT FWD WILL NOT HAVE THE RIGHT TO COMPEL ARBITRATION OF ANY CLAIM BROUGHT BY SUCH AN AGENCY.

ANY CLAIM MAY, AT THE OPTION OF EITHER FWD OR MYSELF, BE ADJUDICATED BY FINAL AND BINDING ARBITRATION BY ONE ARBITRATOR IN ACCORDANCE WITH THE CODE OF PROCEDURE OF THE FORUM (“FORUM”) IN EFFECT AT THE TIME THE DEMAND FOR ARBITRATION IS MADE. NOTICE OF THE DEMAND FOR ARBITRATION SHALL BE FILED WITH THE FORUM BY THE PARTY ASSERTING THE CLAIM, AND THE DEMAND SHALL BE COPIED TO THE OTHER PARTY TO OUR AGREEMENT. FURTHER INFORMATION MAY BE OBTAINED AND CLAIMS MAY BE FILED AT ANY OFFICE OF FORUM, WWW.ADRFORUM.COM, OR BY MAIL AT 6465 WAYZATA BLVD., SUITE 480 MINNEAPOLIS, MN 55426 ATTN: CASE COORDINATOR. IF FORUM IS UNABLE OR UNWILLING TO ARBITRATE THE CLAIM, THE PARTIES SHALL UTILIZE JAMS, 620 EIGHTH AVENUE, 34TH FLOOR, NEW YORK, NY 10018, WWW.JAMSADR.COM, (800) 352-5267. IF JAMS IS UNABLE OR UNWILLING TO ARBITRATE THE CLAIM, THEN THE COURT MAY APPOINT AN ARBITRATOR.

THE DEMAND FOR ARBITRATION SHALL BE MADE BY THE PARTY ASSERTING OR COMPELLING THE ARBITRATION WITHIN A REASONABLE TIME AFTER THE CLAIM IN QUESTION HAS ARISEN, AND IN NO EVENT SHALL THE DEMAND BE MADE AFTER THE DATE WHEN INSTITUTION OF LEGAL OR EQUITABLE PROCEEDINGS BASED ON SUCH CLAIM WOULD BE BARRED BY THE APPLICABLE STATUTE OF LIMITATIONS. IF A PARTY FILES A LAWSUIT IN COURT ASSERTING CLAIM(S) THAT ARE SUBJECT TO ARBITRATION AND THE OTHER PARTY FILES A MOTION WITH THE COURT TO COMPEL ARBITRATION, WHICH IS GRANTED, IT WILL BE THE RESPONSIBILITY OF THE PARTY ASSERTING THE CLAIM(S) TO COMMENCE THE ARBITRATION PROCEEDING. THE ARBITRATION SHALL BE HELD AND ARBITRATED IN THE COUNTY AND STATE IN WHICH I RESIDED DURING MY WORK OR SERVICES WITH FWD.

THE SALE TRANSACTIONS AND FINANCE TRANSACTIONS (IF ANY) UNDER OUR AGREEMENT INVOLVE INTERSTATE COMMERCE AND ARE GOVERNED BY THE FEDERAL ARBITRATION ACT ("FAA"). ACCORDINGLY, THIS PROVISION IS GOVERNED BY THE FAA, 9 U.S.C. *SECTIONS 1 ET SEQ.* THE APPOINTED ARBITRATOR MUST BE A LAWYER WITH AT LEAST TEN YEARS OF LEGAL EXPERIENCE. ONCE APPOINTED, THE ARBITRATOR MUST APPLY THE SAME FEDERAL LAW OR THE LAW OF THE STATE IN WHICH THE SERVICES WERE PRIMARILY RENDERED FOR SUBSTANTIVE LAW AND LAW OF REMEDIES AND LEGAL PRINCIPLES, CONSISTENT WITH THE FAA, THAT WOULD APPLY IN COURT BUT MAY USE DIFFERENT PROCEDURAL RULES. PARTICIPATION BY ANY PARTY IN THE ARBITRATION MAY TAKE PLACE BY TELEPHONE. IF THE ARBITRATION FORUM'S RULES CONFLICT WITH THIS PROVISION, THIS PROVISION WILL CONTROL.

ANY CLAIM MAY, AT THE OPTION OF THE PARTY RECEIVING THE DEMAND FOR ARBITRATION (THE PARTY NOT ASSERTING THE CLAIM) BE FIRST SUBMITTED TO A NON-BINDING MEDIATION PROCESS GOVERNED BY THE THEN-APPLICABLE RULES OF MEDIATION ESTABLISHED BY THE ARBITRATION FORUM. THE MEDIATION SHALL BE ELECTED WITHIN SEVEN DAYS OF RECEIPT OF THE DEMAND FOR ARBITRATION AND COMPLETED WITHIN THIRTY DAYS THEREAFTER. THE MEDIATION ITSELF SHALL NOT LAST MORE THAN FOUR HOURS, AND THE COSTS OF THE MEDIATION, OTHER THAN LEGAL FEES, WHICH ARE TO BE BORNE BY EACH PARTY, SHALL BE PAID ENTIRELY BY THE PARTY ELECTING THE MEDIATION.

THE PARTIES SHALL SHARE EQUALLY IN ANY APPLICABLE FILING FEES AND COSTS OF THE ARBITRATION UNLESS I CAN REASONABLY ESTABLISH TO FWD THAT I AM FINANCIALLY BURDENED BY PAYING THE INITIAL CASE OR FILING FEES OF THE ARBITRATION, IN WHICH CASE, FWD SHALL BE RESPONSIBLE FOR THE INITIAL CASE OR FILING FEES. THE FINDINGS OF THE ARBITRATOR SHALL BE FINAL AND BINDING ON ALL PARTIES TO THIS AGREEMENT AND MAY INCLUDE AN AWARD OR REIMBURSEMENT OF FILING FEES THAT HAVE BEEN PAID BY ONE PARTY OR THE OTHER. OTHER THAN AS REQUIRED BY LAW OR AS DETERMINED BY THE ARBITRATOR IN ACCORDANCE WITH APPLICABLE LAW, EACH PARTY SHALL BE RESPONSIBLE FOR ITS OWN LEGAL FEES.

ANY ARBITRATION PROCEEDING BROUGHT UNDER THIS PROVISION, AND ANY AWARD, FINDING, OR VERDICT OF OR FROM SUCH PROCEEDING SHALL REMAIN CONFIDENTIAL BETWEEN THE PARTIES AND SHALL NOT BE MADE PUBLIC. WE SHALL ALLOW AND PARTICIPATE IN DISCOVERY IN ACCORDANCE WITH THE FEDERAL RULES OF CIVIL PROCEDURE FOR A LIMITED PERIOD OF NINETY (90) DAYS AFTER THE FILING OF THE ANSWER OR OTHER RESPONSIVE PLEADING. UNRESOLVED DISCOVERY DISPUTES MAY BE BROUGHT TO THE ATTENTION OF, AND MAY BE DISPOSED BY, THE ARBITRATOR. EITHER FWD OR I MAY BRING AN ACTION IN ANY COURT OF COMPETENT JURISDICTION, IF NECESSARY, TO COMPEL ARBITRATION UNDER THIS PROVISION, TO OBTAIN PRELIMINARY RELIEF IN SUPPORT OF A CLAIM TO BE ADJUDICATED BY ARBITRATION, OR TO ENFORCE AN ARBITRATION AWARD. A JUDGMENT UPON ANY AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. IF ANY TERM OR CLAUSE OF THIS PROVISION IS FOUND TO BE UNENFORCEABLE OR IN VIOLATION OF APPLICABLE STATE LAW, WE SHALL TREAT THIS PROVISION AS IF THAT TERM OR CLAUSE DID NOT EXIST, AND THE REMAINDER OF THIS PROVISION SHALL REMAIN IN FULL FORCE AND EFFECT, OTHER THAN AS DISCUSSED PREVIOUSLY IN REGARD TO THE WAIVER OF CLASS OR REPRESENTATIVE ACTIONS BEING APPEALABLE.

NO ARBITRATION PROCEEDING BROUGHT UNDER THIS PROVISION SHALL INCLUDE BY CONSOLIDATION, JOINDER, OR IN ANY OTHER MANNER ANY OTHER PERSON OR ENTITY WHO IS NOT A PARTY TO THIS AGREEMENT UNLESS (I) THE INCLUSION OF SUCH PERSON OR ENTITY IS NECESSARY IF COMPLETE RELIEF IS TO BE AFFORDED AMONG THOSE WHO ARE ALREADY PARTIES TO THE ARBITRATION, AND/OR SUCH OTHER PERSON OR ENTITY IS SUBSTANTIALLY INVOLVED IN A QUESTION OF LAW OR FACT THAT IS COMMON TO THOSE WHO ARE ALREADY

PARTIES TO THE ARBITRATION AND THAT WILL ARISE IN SUCH PROCEEDING; AND (II) THE WRITTEN CONSENT OF THE OTHER PERSON OR ENTITY SOUGHT TO BE INCLUDED AND THE WRITTEN CONSENT OF EACH PARTY TO THIS AGREEMENT HAS BEEN OBTAINED FOR SUCH INCLUSION.

WE ARE HEREBY AGREEING TO CHOOSE ARBITRATION, RATHER THAN LITIGATION OR SOME OTHER MEANS OF DISPUTE RESOLUTION TO ADDRESS OUR GRIEVANCES OR ALLEGED GRIEVANCES WITH THE EXPECTATION THAT THIS RESOLUTION PROCESS MAY BE MORE COST-EFFECTIVE AND EXPEDIENT FOR THE PARTIES THAN LITIGATION. BY ENTERING INTO THIS AGREEMENT AND THE ARBITRATION PROVISIONS OF THIS SECTION, BOTH PARTIES ARE GIVING UP THEIR CONSTITUTIONAL RIGHT TO HAVE ANY DISPUTE DECIDED IN A COURT OF LAW BEFORE A JURY, AND INSTEAD ARE ACCEPTING THE USE OF ARBITRATION, EXCEPT THAT IF THERE IS A SMALL CLAIMS COURT (OR AN EQUIVALENT TYPE OF COURT) LOCATED WITHIN THE COUNTY AND STATE IN WHICH I RESIDE, THEN I MAY, IN ACCORDANCE WITH THE RULES OF THAT SMALL CLAIMS COURT, CHOOSE TO BRING (AND MUST THEN KEEP) MY OWN CLAIM IN THAT SMALL CLAIMS COURT.