

## Terms of Use

[www.pseg.com](http://www.pseg.com)

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Public Service Enterprise Group Incorporated, its subsidiaries and affiliates (collectively, “PSEG,” “we,” “us,” or “our”) welcomes you (“visitor,” “users,” or “you”) to [www.pseg.com](http://www.pseg.com) (the “Site”). By visiting the Site, registering on the Site, or using the services offered by PSEG via the Site or through mobile applications released by PSEG from time to time (the “Services”), you acknowledge that you have read, understood, and agree to be legally bound by (1) these terms of use (“Terms of Use”), (2) the Privacy Policy, (3) the Disclaimer and (4) the Acceptable Use Policy posted on the Site (<https://corporate.pseg.com/websitetermsandconditions>), all of which are hereby incorporated by reference (collectively, the “Agreement”).

For purposes of clarity, the definition of “Services” as used in these Terms of Use includes only services specifically offered through the Site or mobile applications released by PSEG, such as requests to start, stop or transfer service and bill pay enrollment services. The term “Services” for the foregoing purposes does not mean, nor does it include PSEG’s provision of electric and gas or WorryFree services to customers or any other PSEG services.

**IF YOU DO NOT ACCEPT THESE TERMS OF USE, THE PRIVACY POLICY, THE ACCEPTABLE USE POLICY AND THE DISCLAIMER, THEN YOU ARE NOT GRANTED PERMISSION TO BROWSE, ACCESS OR OTHERWISE USE THE SITE OR ANY SERVICES.**

**THE SECTION OF THESE TERMS OF USE TITLED “AGREEMENT TO ARBITRATE” CONTAINS A BINDING ARBITRATION AGREEMENT AND CLASS-ACTION WAIVER. THEY AFFECT YOUR LEGAL RIGHTS. PLEASE READ THEM.**

**Content.** Content available on the Site and through the Services includes:

- *PSEG Content.* The Site and Services contain materials, such as data, text, graphic, images, sound recordings, audiovisual works, and other materials provided by PSEG or its licensors (“PSEG Content”), and
- *User Generated Content.* Visitors and users of the Site and/or the Services may provide, post, transmit, link, publish, upload, generate or otherwise make available content for the Site and Services including, but not limited to, text, comments, user postings (including user postings and commentary on our blogs), files, images, photographs, video, sounds, and other materials (“User Generated Content”).

PSEG Content and User Generated Content are collectively referred to as “Content”. User Generated Content is not confidential and may be made public by PSEG in its sole discretion. ***Do not disclose any User Generated Content that you would like to remain confidential or proprietary.***

You affirm, acknowledge, represent, and warrant that: (i) you own or have the necessary licenses, rights, consents, and permissions (including without limitation all patent, trademark, copyright or other proprietary rights) to use your User Generated Content for (a) inclusion and use in the manner contemplated by the Services, the Site and these Terms of Use, and (b) commercial purposes through any channels including, without limitation, videos; and (ii) you have the written consent, release, and/or permission of each and every identifiable individual person or business included in the User Generated Content to use the name or likeness of each and every such identifiable individual person or business for all of the foregoing purposes.

Please note that we can repurpose your User Generated Content for marketing and/or other purposes, in our sole discretion without any compensation to you as further detailed below. **If you do not wish**

**us to use your User Generated Content, then please do not share it with us.**

- **Ownership and License of User Generated Content.** You retain all of your ownership rights in your User Generated Content; however, by submitting the User Generated Content to PSEG, you grant to PSEG an irrevocable, non-cancellable, perpetual, worldwide, exclusive, royalty-free, sub-licensable, transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the User Generated Content including, without limitation, for commercial purposes, and promoting and redistributing part or all of the User Generated Content (and derivative works thereof) in any media formats and through any channels now or hereafter known. As the exclusive licensee of User Generated Content, you hereby grant to PSEG the exclusive right to enforce copyrights in the User Generated Content against anyone copying, republishing, distributing, or preparing derivative works of the User Generated Content without your consent. Furthermore, by you posting User Generated Content, you agree to and do hereby grant to PSEG exclusive rights to prohibit or allow any subsequent aggregation, display, copying, duplication, reproduction, exploitation or commercial use of the User Generated Content by any party for any purpose, provided, however, that such right shall not supersede your ownership rights in your User Generated Content.

You also grant each visitor and user of the Site a non-exclusive license to access, view and display, but not to otherwise access, distribute, copy or modify your User Generated Content through the Site. For avoidance of doubt, you represent that you have not, and will not, grant any license rights to your User Generated Content for the purposes of crawling, scraping, or using automated means (e.g., data mining, robots, crawlers, spiders, or similar extraction tools) on or through the Site or Services to obtain any data or information. You further represent, warrant and covenant that no User Generated Content provided by you to us contains any malware, bot, virus or other malicious code. You are responsible, and will be liable, for all losses we and our customers and Site users/visitors may incur if you violate this representation, warranty and covenant, so please carefully consider what you post or submit to us.

We reserve the right (although we have no obligation), to monitor User Generated Content, and remove any User Generated Content at any time, in our sole discretion, without any notification or explanation.

**Services Limitations; Termination.** You acknowledge and agree that PSEG: (i) reserves the right at any time to modify or discontinue the Services (or any part thereof) with or without notice, and that PSEG shall not be liable to you or to any third party for any such modification, suspension or discontinuance of the Services; (ii) in its sole and absolute discretion, has the right (but not the obligation) to delete or deactivate your account, block your IP address, or otherwise terminate your access to or use of the Site and/or the Services (or any part thereof), immediately and without notice, and/or remove and discard any of your User Generated Content, for any reason or no reason at all, including, without limitation, if PSEG believes that you have violated these Terms of Use; and (iii) shall not be liable to you or any third-party for any termination of your access to the Site, the Services, or the Content. Further, you agree not to attempt to use the Services after any such termination.

**Acceptable Use Policy.** You agree that your conduct on the Site and in connection with the Services shall also comply with the [Acceptable Use Policy](#), which may be modified by PSEG from time to time at its discretion. The PSEG Acceptable Use Policy is hereby incorporated in these Terms of Use in its entirety.

### **Intellectual Property Rights**

- ***Content.*** The Content may be owned by us, by you, or by third parties PSEG Content is protected under both United States and foreign laws. Except as may be specifically authorized by PSEG, you are prohibited from (a) using the PSEG Content (including any PSEG Trademarks (as defined below)) for any purpose, and (b) any use of the Content (including any PSEG Trademarks) that is likely to cause confusion on the part of, to cause mistake by or to deceive the public as to any affiliation, connection, association, origin, sponsorship, approval or endorsement by or with PSEG. Unauthorized use of the

Content will violate these Terms of Use and may violate applicable laws. Except for your own User Generated Content, you hereby agree: (i) you have no rights in or to the Content, and you will not use the Content except as permitted under the Agreement, (ii) to retain all copyright and other proprietary notices contained in the original Content on any copy you make of the Content, (iii) not to sell, transfer, assign, license, sublicense, or modify the Content or reproduce, display, publicly perform, make a derivative version of, distribute, or otherwise use or exploit the Content in any way for any public or commercial purpose. ***Except for your own User Generated Content, the publication, use or posting of the Content on any other website, in a networked computer environment, or in any other forum for any purpose is expressly prohibited.*** You agree not to circumvent, disable or otherwise interfere with security related features of the Site or the Services, including any features that prevent or restrict use or copying of any Content or Services, or enforce limitations on use of the Site, the Services or the Content. You shall not decompile or disassemble, reverse engineer or otherwise attempt to discover, acquire, copy or emulate any source code or object code contained in the Services or the Site.

- ***User Generated Content.*** With respect to User Generated Content, we shall be free to use any ideas, concepts, know-how, or techniques contained therein for any purpose whatsoever including, but not limited to, the development, production and marketing of products and services that incorporate such information. You will take no action with regard to your User Generated Content contrary to the license you have granted to us.

**Search Engines; No Disruption of Security or Technology.** Anyone accessing a Site, a Service, or any Content, or any portion thereof, in any manner whatsoever, whether by logging into the URL, or in any other way accessing or using the IP address of any Site, or accessing the server from which PSEG or its agent hosts any Site or Service, or downloading, looking at, or in any way or format accessing the Content (including, without limitation, crawling, scraping, or otherwise obtaining data or information), is subject to these Terms of Use.

**Visitors and users of the Site and/or the Services are expressly prohibited from using the Site or the Services:**

- (i) to collect, aggregate, copy, duplicate, display or create derivative works of the Services or any Content available on any Site or through the Services (except for their own User Generated Content).
- (ii) to engage in crawling, scraping or similar activities.
- (iii) to use automated means, including data mining, robots, crawlers, spiders, or similar data gathering, extraction tools and the like on the Site or in connection with the Services for any purpose.
- (iv) for the purpose of exploiting, harming, or attempting to exploit or harm any person in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- (v) to transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- (vi) to impersonate or attempt to impersonate a PSEG employee, contractor or agent, another account user, or any other person or entity.
- (vii) to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of our Site, or which, as determined by us, may harm PSEG or account users of our Site, or expose them to liability;

- (viii) in any manner that could disable, overburden, damage, or impair our Site or interfere with any other party's use of our Site, including their ability to engage in real time activities through our Site.
- (ix) to use any device, software, or routine that interferes with the proper working of our Site.
- (x) to introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- (xi) to attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of our Site, the server on which our Site is stored, or any server, computer, or database connected to our Site.
- (xii) to attack our Site via a denial-of-service attack or a distributed denial-of-service attack; or
- (xiii) to otherwise attempt to interfere with the proper working of our Site.

In the event that you breach or violate any of the foregoing obligations, restrictions or limitations, we reserve the right, in our sole discretion, to report such breach or violation to the relevant law enforcement authorities. In such event, we will cooperate with those authorities by disclosing your identity to them.

In addition to and without limiting the foregoing, you agree not to use any means or measures whatsoever to circumvent any technological measure in place to prevent unauthorized use of the Site, the Content or the Services. Except for your own User Generated Content, any copying, aggregation, display, distribution, performance or derivative use of any Content posted on the Site or through the Services whether done directly or through intermediaries (including, but not limited to, by means of spiders, robots, crawlers, scrapers, framing, iframes or RSS feeds) is prohibited. Any copying, aggregation, display, distribution, performance or derivative use of any User Generated Content posted on the Site or through the Services done through intermediaries (including, but not limited to, by means of spiders, robots, crawlers, scrapers, framing, iframes or RSS feeds) is prohibited.

**Further Prohibitions:** Any access to or use of the Site to design, develop, test, update, operate, modify, maintain, support, market, advertise, distribute or otherwise make available any program, application or service (including, without limitation, any device, technology, product, computer program, mobile device application, website, or mechanical or personal service) that enables or provides access to, use of, operation of or interoperation with PSEG (including, without limitation, to access content, post content, cross-post content, re-post content, respond or reply to content, verify content, transmit content, create accounts, verify accounts, use accounts, circumvent and/or automate technological security measures or restrictions, or flag content) is prohibited. This prohibition specifically applies to, but is not limited to, software, programs, applications and services for use or operation on or by any computer and/or any electronic, wireless and/or mobile device, technology or product that exists now or in the future.

If you access the Site or the Services or copy, display, distribute, perform or create derivative works from the Site pages, the Services or other PSEG intellectual property in violation of these Terms of Use or for purposes inconsistent with these Terms of Use, your access, copying, display, distribution, performance or derivative work is unauthorized. Circumvention of any technological restriction or security measure on the Site or the Services or any provision of these Terms of Use that restricts content, conduct, accounts or access is expressly prohibited. For purposes of this paragraph, you agree that cached copies of the Site pages on your computer or computer server constitute "copies" under the Copyright Act, 17 U.S.C. § 101. For purposes of this paragraph, you further agree that CAPTCHAs and telephone verification are "technological measures" that effectively control access to copyright-protected components and rights of PSEG pursuant to 17 U.S.C. § 1201.

Notwithstanding the foregoing PSEG may, by providing prior written consent in each case, permit general

purpose internet search engines (that provide a method of “opt-out”), and non-commercial public archives that gather information to access the Site for the sole purpose of displaying hyperlinks to the Services, Content or the Site, provided that, they (i) do so from a stable IP address or range of IP addresses using an easily identifiable agent and comply with our robots.txt file, and (ii) specifically exclude any website, search engine or other service that specializes in classified listings including any subset of classified listings such as housing, for sale, jobs, services, or personals, or which otherwise provides classified ad listing services.

*Anything to the contrary contained herein notwithstanding, PSEG specifically reserves the right to terminate your access and use of the Site, the Services and/or the Content (except for your own User Generated Content other than the copies of your User Generated Content contained within or available through the Site or Services), including any ability to extract data from or through the Site or the Services, for any reason or no reason, at its sole discretion.*

**Trademarks.** The trademarks, service marks, and logos of PSEG and its affiliates (“Trademarks”) used and displayed on the Site, in connection with the Services and in the PSEG Content, are registered and unregistered trademarks or service marks of PSEG, our licensors and other third parties. Nothing on the Site, Services or the PSEG Content should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Trademarks, without our prior written permission specific for each such use. Use of the Trademarks as part of a link to or from any other website is prohibited unless establishment of such a link is approved in advance by us in writing. All goodwill generated from the use of Trademarks inures to our benefit. Elements of the Site, the Services and the PSEG Content are also protected by trade dress, trademark, unfair competition, and other state and federal laws and may not be copied or imitated, in whole or in part, by any means, including but not limited to the use of framing or mirrors. None of the PSEG Content may be retransmitted without our express, written consent for each and every instance.

**WARRANTY DISCLAIMER. TO THE MAXIMUM EXTENT PERMITTED BY LAW, PSEG, ITS AFFILIATES, AND ITS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY THE “PSEG PARTIES”) HEREBY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND (EXPRESS OR IMPLIED) AND ANY AND ALL REPRESENTATIONS ABOUT THE SITE, THE SERVICES, OR THE CONTENT (COLLECTIVELY THE “MATERIALS”) INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES’ RIGHTS, AND FITNESS FOR A PARTICULAR PURPOSE. THE MATERIALS ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT ANY WARRANTIES OF ANY KIND. NONE OF THE PSEG PARTIES WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE, ANY HYPERLINKED SITE, OR FEATURED IN ANY BANNER OR OTHER ADVERTISING.**

**LIMIT OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN CONNECTION WITH ANY AND ALL CLAIMS OF ANY KIND AND NATURE WHETHER BASED ON CONTRACT, TORT (INCLUDING ACTIVE OR PASSIVE NEGLIGENCE), WARRANTY, STRICT LIABILITY OR OTHERWISE, (I) THE PSEG PARTIES OR ANY OF THEM SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR INDIRECT LOSSES, DAMAGES, COSTS OR EXPENSES (INCLUDING, BUT NOT LIMITED TO, LOST OR REDUCED PROFITS, REVENUES, EFFICIENCY, PRODUCTIVITY, BONDING CAPACITY, OR BUSINESS OPPORTUNITIES, OR INCREASED OR EXTENDED OVERHEAD, OPERATING, MAINTENANCE OR DEPRECIATION COSTS AND EXPENSES, OR DAMAGES RESULTING FROM BUSINESS INTERRUPTION) RESULTING FROM YOUR USE OR INABILITY TO USE THE SITE, THE SERVICES OR THE CONTENT, AND (II) THE LIABILITY OF THE PSEG PARTIES OR ANY OF THEM FOR ANY DIRECT DAMAGES SHALL BE LIMITED TO THE GREATER OF (A) THE AMOUNT PAID IN CONNECTION WITH YOUR USE OF THE SITE, THE SERVICES AND THE CONTENT DURING THE THREE**

**(3) MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE CLAIM, AND (B) ONE HUNDRED US DOLLARS (\$100).**

**Indemnity.** You agree to defend, indemnify and hold the PSEG Parties harmless from and against any and all claims, losses, liabilities, and expenses (including attorneys' fees) arising from: (i) your misuse of the Materials; (ii) your violation of the Agreement; or (iii) your violation of any third party right including, without limitation, any intellectual property right, privacy right, or right of publicity. We shall provide notice to you of any such claim, suit, or proceeding and shall assist you, at your expense, in defending any such claim, suit, or proceeding. We reserve the right to assume the exclusive defense and control of any matter that is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting our defense. This defense and indemnification obligation will survive termination, modification or expiration of these Terms of Use, the Agreement and your use of the Materials.

**External Sites.** The Site may contain links to third-party websites ("External Sites"). These links are provided solely as a convenience to you. We make no representation or warranty regarding any External Sites, or any content, services, products or materials on such External Sites and we expressly disclaim any incorporation by reference to External Sites. We disclaim any liability with respect to any External Site. In addition, External Sites may have their own terms of use, privacy policies, disclaimers and acceptable use policies which you should review carefully before providing any personal information via the External Site. We recommend that you contact the site administrator or webmaster for External Sites with any questions or concerns. You should take precautions when downloading files from all websites to protect your computer from viruses and other destructive programs. If you decide to access linked External Sites, you do so entirely at your own risk.

**Security.** Actual or attempted unauthorized use of the Site, the Services or the Content may result in criminal and/or civil prosecution. While PSEG has no obligation to do so, PSEG explicitly reserves the right to view, monitor, and record all activity on the Site and/or the Services without notice or permission from you. Any information obtained by monitoring, reviewing, or recording is subject to review by law enforcement organizations in connection with investigation or prosecution of possible illegal activity on the Site or in connection with the Services. PSEG will, to the extent that it believes that it is required to do so, comply with all final court orders as well as all lawfully constituted law enforcement and regulatory inquiries involving requests for such information. ***PSEG reserves the right, in its sole and absolute discretion for any reason or no reason, to record, remove or modify any Content, or any other element of the Site or the Services, without notice to, or permission from, you.*** In connection with any non-encrypted data you provided to the Site or through the Services, this non-encrypted data may be monitored and information may be disclosed to the U.S. Government to protect PSEG's network from unauthorized usage or penetration.

**Personal Information.** Your use of the Site and/or the Services may involve the transmission of your personal information to us via the Site or through the Services. Our policies with respect to the collection and use of personal information are governed according to our Privacy Policy, which is hereby incorporated into these Terms of Use by reference in its entirety.

**Compliance with Applicable Laws; Geographic Restrictions.** The Site and Services are based in the United States. If you access the Site, the Services, or the Content from outside of the United States, you do so at your own risk. You are solely responsible for ensuring compliance with the laws of your specific jurisdiction.

**Children.** If you are under the age of 13, YOU MUST NOT USE THIS SITE or THE SERVICES. Please do not send us your personal information. If you want to contact us, you may only do so through your parent or legal guardian.

**Digital Millennium Copyright Act.** PSEG will review all claims of copyright infringement received and

remove any Content or user submissions deemed to have been posted or distributed in violation of any such laws. To contact PSEG's designated agent under the Digital Millennium Copyright Act (the "Act") for any Notification of Claimed Infringement please use our "Contact Customer Service Form," <https://nj.pseg.com/contactcustomerservice>, with "DMCA" in the subject field.

- *Copyright Claims.* If you believe that your work has been copied on the Site or in connection with the Services in a way that constitutes copyright infringement, please provide our agent with notice in accordance with the requirements of the Act, including (i) a description of the copyrighted work that has been infringed and the specific location on the Services where such work is located; (ii) a description of the location of the original or an authorized copy of the copyrighted work; (iii) your address, telephone number and e-mail address; (iv) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; (v) a statement by you, made under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf; and (vi) an electronic or physical signature of the owner of the copyright or the person authorized to act on behalf of the owner of the copyright interest.

**Violation of the Terms.** Please report any violations of these Terms of Use that you become aware of by contacting us using the link at the bottom of the Site homepage at [www.pseg.com](http://www.pseg.com).

#### **AGREEMENT TO ARBITRATE.**

**IN THE EVENT OF A DISPUTE ARISING UNDER OR RELATING TO THE AGREEMENT, THE SITE, THE SERVICES OR THE CONTENT, INCLUDING ANY CLAIM BASED ON A FEDERAL OR STATE STATUTE (EACH, A "DISPUTE"), EITHER PARTY MAY ELECT TO FINALLY AND EXCLUSIVELY RESOLVE THE DISPUTE BY BINDING ARBITRATION GOVERNED BY THE FEDERAL ARBITRATION ACT ("FAA"). ANY ELECTION TO ARBITRATE A DISPUTE, AT ANY TIME, SHALL BE FINAL AND BINDING ON THE OTHER PARTY. ARBITRATION IS A WAIVER OF THE RIGHT TO BRING A LAWSUIT IN COURT. THE RULES IN ARBITRATION ARE DIFFERENT. THERE IS NO JUDGE OR JURY, AND DISCOVERY AND APPEAL RIGHTS MAY BE LIMITED. IF EITHER PARTY CHOOSES ARBITRATION, NEITHER PARTY SHALL HAVE THE RIGHT TO LITIGATE A DISPUTE IN COURT OR TO HAVE A JURY TRIAL, EXCEPT AS SET FORTH UNDER THE "EXCEPTIONS TO AGREEMENT TO ARBITRATE" PROVISION BELOW.**

- *Arbitration Procedures.* All Disputes will be resolved before a neutral arbitrator selected jointly by the parties, whose decision will be final, except for a limited right of appeal under the FAA. The arbitration shall be administered by JAMS and will be conducted pursuant to JAMS then current Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those rules, or, where appropriate, pursuant to JAMS' Streamlined Arbitration Rules and Procedures. All applicable JAMS' rules and procedures are available at the JAMS website [www.jamsadr.com](http://www.jamsadr.com). The arbitration may be conducted in person, through the submission of documents, by phone, or online. If conducted in person, the arbitration shall take place in the United States county where you live. The parties shall cooperate in good faith in the voluntary and informal exchange of all non-privileged documents and other information (including electronically stored information) relevant to the Dispute immediately after commencement of the arbitration. Judgment on the arbitrator's award may be entered in any court having jurisdiction. The parties may litigate in court to compel arbitration, to stay a proceeding pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator. This Agreement to Arbitrate shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.
- *Arbitration and Attorneys' Fees.* Payment of all filing, administration and arbitrator fees and costs will be governed by the JAMS' rules and governing law, except that PSEG will pay such fees and costs



(excluding reasonable attorneys' fees, for which you shall be solely responsible) for you for claims totaling less than Twenty Thousand US Dollars (US\$20,000) unless the arbitrator determines that the claims are frivolous. PSEG will not seek its attorneys' fees or costs in arbitration unless the arbitrator determines your claims or defenses are frivolous.

- *Exceptions to the Agreement to Arbitrate.* Either party may bring a claim in a small claims court located in the United States county where you live or in the Superior Court of New Jersey, Law Division, Special Civil Part, Small Claims Section, if the claim is permitted by such court's rules and is within such court's jurisdiction. Moreover, either party may bring a lawsuit in court solely for injunctive relief to: (i) stop the unauthorized use or abuse of the Materials; (ii) stop intellectual property infringement (for example, trademark, trade secret, copyright, or patent rights), or (iii) protect proprietary interests. The parties agree that an actual or threatened violation of intellectual property rights and confidential and proprietary information will cause irreparable harm and that remedies at law would be inadequate to redress any actual or threatened violation thereof.

**CLASS ACTION WAIVER.** YOU, TO THE FULLEST EXTENT PERMITTED BY LAW, WAIVE THE RIGHT TO PARTICIPATE IN OR BRING ANY CLASS ACTION REGARDING ANY DISPUTE. YOU AGREE THAT ANY ARBITRATION OR PROCEEDING SHALL BE LIMITED TO THE DISPUTE BETWEEN US AND YOU INDIVIDUALLY. TO THE FULLEST EXTENT PERMITTED BY LAW, (I) NO ARBITRATION OR PROCEEDING SHALL BE JOINED WITH ANY OTHER; (II) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE ARBITRATED OR RESOLVED ON A CLASS-ACTION BASIS OR TO UTILIZE CLASS-ACTION PROCEDURES; AND (III) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC OR ANY OTHER PERSONS. YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST US ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. IF THIS "CLASS ACTION WAIVER" PROVISION IS FOUND TO BE UNENFORCEABLE, THEN THE ENTIRETY OF THIS AGREEMENT TO ARBITRATE SHALL BE NULL AND VOID, BUT THE REST OF THE TERMS OF USE AND THE "JUDICIAL FORUM FOR DISPUTES" PROVISION BELOW WILL REMAIN IN EFFECT.

- *Judicial Forum for Disputes.* If this Agreement to Arbitrate is found not to apply to you or your claim, you and PSEG agree that any judicial proceeding (other than small claims actions) will be brought in a federal or state court located in the State of New Jersey. Both you and PSEG consent to submit to this exclusive venue and personal jurisdiction there and waive any right to claim an inconvenient forum.

#### **Miscellaneous.**

- *Governing Law.* The Agreement is governed by the internal substantive laws of the State of New Jersey, without respect to its conflict of law provisions.
- *No Waiver.* The failure of PSEG to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision.
- *Survival.* In addition to any provision regarding termination and your license grant to PSEG for the User Generated Content, the following provisions shall survive termination or expiration of these Terms of Use: "Intellectual Property Rights," "Warranty Disclaimer," "Limit of Liability," "Indemnity," "Agreement to Arbitrate," and "Miscellaneous."
- *No Assignment by You; Binding Agreement.* The Agreement, and any rights and licenses granted thereunder, may not be transferred or assigned by you, but may be assigned by PSEG without



restriction. Any assignment or transfer by you shall be null and void. The Agreement shall inure to the benefit of and be binding upon each party's successors, heirs and legal representatives and our permitted assigns.

- *Compliance with Laws; Restrictions on Export.* You shall comply with all laws, rules and regulations which are now or hereinafter promulgated by any government authority or agency which govern or apply to your use of the Site and/or Services. Without limiting the generality of the foregoing, you expressly agree to comply with such restrictions and not to export or re-export any of the Content to countries or persons prohibited under the export control laws of the United States. All rights not expressly granted herein are reserved by PSEG and its licensors.
- *Notification Procedure.* Other than for Disputes, PSEG may provide notifications, whether such notifications are required by law or are for marketing or other business-related purposes, to you via email notice, written or hard copy notice, or through conspicuous posting of such notice on the Site, as determined by PSEG in our sole discretion. PSEG reserves the right to determine the form and means of providing notifications to our users, provided that you may opt out of certain means of notification as described in these Terms of Use and our Privacy Policy.
- *Entire Agreement.* These Terms of Use, together with the Privacy Policy, Disclaimer and Acceptable Use Policy, contain the entire agreement of the parties concerning the Site, the Services, and the Content, and supersede all existing agreements and all other oral, written or other communication between the parties concerning its subject matter. The Agreement does NOT apply to your receipt of utility services except with regarding to your transactions and account inquiries through this Site.

**Questions.** Thank you for your cooperation. Questions or comments regarding this Site and/or Services, including any reports of non-functioning links, should be submitted using our “Contact Customer Service Form,” <https://nj.pseg.com/contactcustomerservice>, with “PSEG Terms of Use” in the subject field. We will use commercially reasonable efforts to respond in a timely manner.

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