

Terms of Use

www.pseg.com

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(the “Act”) for the receipt of any Notification of Claimed Infringement which may be given under that Act is as follows:

PSEG
Attention: DMCA
customerrelations@pseg.com

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.

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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. 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 \$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 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. In the event that 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 venue and personal jurisdiction there.

Miscellaneous.

- The Agreement is governed by the internal substantive laws of the State of New Jersey, without respect to its conflict of law provisions.
- 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.
- 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.”
- 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 and our permitted assigns.
- 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. 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.
- The Agreement contains the entire agreement of the parties concerning the Site, the Services, and the Content, and supersedes all existing agreements and all other oral, written or other communication between the parties concerning its subject matter.

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 email address customerrelations@pseg.com. We will use commercially reasonable efforts to respond in a timely manner.

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