

## Terms and Conditions

The following agreement contains terms and conditions under which BlueBox, a subsidiary of Campus Enterprises, LLC (also referred to as "CE") has permission to move, transport, store and secure the personal items of Duke University students. BlueBox reserves the right to amend this service explanation at any given time.

### **Storage Services**

Storage Services shall include the storage of the Customer's possessions at a storage facility chosen at the sole discretion of CE. The Customer shall present labeled packages and personal goods to movers at time of pickup or storage manager at time of drop off. CE shall transport these goods to an appropriate storage location chosen at the sole discretion of CE. CE will store the student's items until customer selects or requests delivery or self-pickup of their items.

### **Pickup Services**

CE may offer free, bulk, on-campus and near-campus pickups on pre-scheduled dates that coincide with the majority of student's move-out at the end of most semesters/quarters. If there are no free pickups scheduled or the free pickups available do not work for a student, then a special pickup can be scheduled for an additional fee. Special pickup fees range from \$50-\$350 depending on the date and time requested. Special pickups, self drop-offs, and shipping to storage must be scheduled at least 7 days in advance. Customer agrees to be present to release their goods at the specified pickup/drop-off date, time, and location. Changes to the previously scheduled pickup/drop-off dates or location must be communicated by the Customer to CE at least 4 days prior to the earlier of the originally scheduled pickup/drop-off date and the new pickup/drop-off date. Changes made within 4 days of pickup/drop-off are not guaranteed. An additional change fee may be assessed as per the Pricing section below.

SIGN UPS WITHIN 7 DAYS OF PICKUP WILL BE CHARGED \$25.00 LATE SIGN UP FEE.

### **Missed Pickups**

In the event that the Customer is not present for the Customer's scheduled pickup date and time, CE representatives will attempt to contact student before returning back to storage location and the Customer will have to reschedule the pickup. If this happens, the Customer will be responsible for paying a special pickup fee and or a missed pickup fee.

### **Delivery Services**

CE may offer free, bulk, on-campus common room deliveries on pre-scheduled dates that coincide with the majority of students' move-in at the beginning of most semesters/quarters. If there are no free deliveries scheduled or the free deliveries available do not work for a student, then a special delivery can be scheduled for an additional fee. Special delivery fees range from \$50-\$350 depending on the date and time requested. Students may not self pick-up their items. Special deliveries, self pickups, and shipping from storage must be scheduled at least 7 days in advance. Customer agrees to be present to receive the goods at the specified delivery date, time, and location. Changes to the previously scheduled delivery/pickup/ship date or location must be communicated by the Customer to CE at least 4 days prior to the earlier of the originally scheduled delivery/pickup/ship date and the new delivery/pickup/ship date. Changes made

within 4 days of delivery/pickup/ship are not guaranteed. An additional change fee may be assessed.

### **Missed Delivery**

In the event that the Customer is not present for the Customer's scheduled delivery date and time, CE representatives will bring the Customer's belongings back to storage location, and the Customer will have to reschedule the delivery. If this happens, the Customer will be responsible for paying a special delivery fee and or a missed delivery fee.

### **Access to Stored Items**

The Customer understands that access to goods in storage is permitted only with 7 days prior notice to CE and upon payment of all storage and access fees.

### **CE Service Guarantee**

Concerning the Customer's shipping items, CE assumes no liability for the failure to make any specified delivery time or for the successful completion of delivery of the items or the contents thereof.

The Customer recognizes that only loss or damage caused by the negligence of CE will be covered by the CE declared value policy, as described in these Terms and Conditions. Only physical damage to the exterior of the item will activate any claim on the item.

CE guarantees on-schedule pickup of shipping and storage items and delivery of storage items. CE will provide the Customer with a maximum window of six hours during which pickup or delivery will occur. In the event CE fails to arrive to pickup or deliver the Customer's goods during the specified time window, CE will issue a credit equal to 5% of the total price of the Customer's order, if the CE fails to pickup or delivery the Customer's goods during the specified day, a 20% refund will be issued for each day late. After 5 days, a 100% refund will be issued. Guarantee is subject to the conditions below:

1. The Customer was present in the Customer's residence throughout the ENTIRE applicable time window.
2. In the case of pickup, the Customer has all packages packed, labeled, and prepared for pickup prior to CE's arrival. In the case of the delivery of stored goods, the Customer has correctly labeled each of the Customer's packages as described below.
3. CE is notified in writing or by telephone of a service failure within seven calendar days from the date of the scheduled pickup or delivery.
4. The guarantee does not apply if the failure to perform within the pickup or delivery window is due to causes beyond CE's control including, but not limited to, the following: the unavailability or refusal of a person to accept delivery of the stored items; public authorities acting with actual or apparent authority on the premises; acts or omissions of police or similar authorities; riots, strikes, or other labor disputes; civil commotions; disruptions in ground transportation networks, such as weather phenomena; and natural disasters.

### **Commodities Handled and Restrictions on Service**

Since CE will act as an intermediary for our shipping Carrier, the Customer must be advised that our Carrier holds itself out to transport general commodities, as usually defined, subject to the

restrictions that are available at its Website. The Customer agrees to become familiar with the Carrier's restrictions prior to packing the Customer's articles for shipping.

CE provides storage services subject to a number of restrictions. The Customer accepts full responsibility and liability for any damages or losses that result from the Customer's failure to adhere to these service restrictions. No storage service shall be rendered:

1. In the case of articles of unusual value, or of single packages having a value of more than \$1,000 (U.S), or of collective packages having a value of more than \$6,000 (U.S.) plus \$100 (U.S.) per package.
  - a. Items above aforementioned cost must be priced on a case by case basis (ie. TV's must be wrapped properly - see 'Packing Requirements)
2. For items containing valuables such as jewelry and collectibles.
3. For hazardous materials and firearms.
4. For any perishable items.
5. For any items that are prohibited by law or regulations of any federal, state, or local government in the U.S.

CE will not store containing liquids (NO ALCOHOL), and the Customer acknowledges that the Customer is liable for any damage that the Customer's storage contents may inflict on the property of others.

CE reserves the right to refuse any package that by reason of the dangerous or other character of its content, is liable, in the judgment of CE, to soil, taint, or otherwise damage other merchandise or equipment, or that is economically or operationally impractical to transport, or that is improperly packed or wrapped. CE reserves the right to open and inspect any package tendered to it for storage or shipping.

### **Packing Requirements**

CE mandates that Customer label the top of the box with their full name, phone number, and drop-off address. Each of the box's four sides must also be labeled with the Customer's last name. **All non-box items**, including but not limited to rugs, TVs, couches, etc, **must be also be labeled** in at least one place with the Customer's name, phone number, and drop-off address. These items should also be labeled in at least two other unique places with the Customer's last name. When labeling furniture and rugs, use methods of labeling other than tape when possible; tape tends to fall off by the end of the storage season. Failure to adhere to these conditions **will likely result in delayed drop-off**, for which CE **will not** be held accountable.

It is the responsibility of the Customer to ensure that boxes/drawer-sets/bins are secured shut with duct/masking tape. The Customer **should not overpack** boxes or tape them loosely; if this is the case, the box may break, and CE **will not** be held liable for any damage to items as a result of this breakage. Additionally, it is the responsibility of the Customer to bubble-wrap any breakable/fragile items, such as TVs, glassware, etc, and to cover any items that may accumulate unwanted dust or dirt in the storage unit or moving truck, such as couches or mattresses. CE is not responsible for damage to breakable items that are not properly packaged.

### **Payment for Services**

The Customer agrees to pay an initial deposit payment of \$80. The Customer also agrees to paying the total cost of the services provided by CE based on the number and type of items

tendered to CE by the pre-determined date, the exact services to be provided, and the prices contained on the CE web site. The Customer further agrees to pay any applicable fees as specified in CE's pricing.

The Customer agrees to enter a valid credit or debit card at sign up to ensure proper credit for billing purposes and to reserve space for CE's services.

The Customer, if choosing to pay with a credit or debit card, hereby authorizes CE to charge the Customer-provided credit card or bank account for the balance owing for the services rendered and any additional fees.

Cash is not accepted and should not be given to CE representatives unless special circumstances have been granted.

Late payment / declined credit card fee. A \$15 fee will be charged if payment cannot be processed within 5 days of pickup. An additional \$30 declined credit card fee will be charged after second attempt to take payment, and a \$45 declined credit card fee will be charged after the third attempt to take payment. Each additional attempt to take payment will incur a \$15 late payment fee.

The Customer acknowledges that the Customer remains indebted to CE for any balance owed on the Customer's account as a result of invalid credit or debit card information, CE's inability to receive credit or debit card charge authorizations, or for any other reason that prevents CE from being paid for the services and any additional fees. If the Customer has failed to pay the charges for the services or any additional fees prior to the date of scheduled delivery of stored packages, CE reserves the right to hold the Customer's possessions until payment has been received in full. The Customer acknowledges that the Customer's failure to pay the Customer's account in full prior to the delivery date could result in a change in the delivery date and the assessment of additional fees. In addition, if the Customer has failed to pay charges for the services or any additional fees of the stored packages, CE may, without demand, sell or otherwise dispose of any or all of the Customer's stored items at public or private sale upon such terms as CE may deem advisable. Notice of the time and place of any public sale, or of the time at which a private sale or other intended disposition of the stored items (or any portion thereof) is to take place, given at least ten (10) days in advance shall be deemed reasonable notice to the Customer. CE will apply the net proceeds of any sale of stored items, after deducting all costs incurred in connection therewith, including reasonable legal fees, to the payment, in whole or in part, of the payment obligations of the Customer to CE. If there is a surplus, CE will pay the amount of the surplus to the Customer. On the other hand, if the net proceeds of any sale of stored items are insufficient to cover the unpaid amount of all obligations then due from the Customer to CE, the Customer shall continue to be liable to CE for such deficiency and CE shall have full recourse against the Customer for the amount of such deficiency.

### **Pricing**

Pricing for the services shall be in accordance with the pricing schedule on the CE Website. In addition, CE will charge (and the Customer will pay) additional fees as described in this section. Additional Fees may be charged for the following, as explained in the sections of this Agreement: Missed Pick Up or Missed Delivery Fee – up to \$75, Redelivery After Failed Attempt - up to \$350, Access Storage Items - \$25, Special Pickup Fee or Special Delivery Fee - up to

\$400, Late Change of Delivery / Pickup Day or Location - up to \$350, Billing Fee - up to \$50, Self Pick-up / Drop-off fee - \$25, Additional Abandonment Fees - Costs incurred when storage items are not claimed by the Customer. For Price Match requests, customers may either apply a Price Match request or a discount code - the cheaper of the two will be used.

### **Use of Independent Agents**

CE uses vendors and other agents in performing the services for the Customer. The Customer acknowledges CE's use of these third parties and agrees that the Customer has no contractual relationship with these third parties.

### **Declared Value - Coverage Available**

CE automatically protects each CE storage and shipping package against loss or damage due to CE's negligence up to a value of \$100. The Customer agrees that CE's liability is limited to \$100.

To the extent that the Customer does not declare value for the full value of the Customer's personal property stored or shipped with CE, the Customer hereby agrees to assume all risk of loss, including damage or loss by burglary, fire, vandalism, water or vermin. CE and CE's agents, affiliates, authorized representatives and employees will not be responsible for, and the Customer hereby releases each and all of them from, any loss, liability, claim, expense, damage to property or injury to persons that could have been declared (including without limitation any loss arising from the active or passive acts, omission or negligence of CE or its agents, affiliates, authorized representatives and employees).

CE strongly recommends the purchase of additional declared value with a third party insurance provider in cases where the replacement value of the Customer's possessions exceeds \$100 per package.

### **Declared Value - Coverage Description**

The basic and additional declared value for stored items provides coverage against damage or loss of the Customer's stored packages due to CE's negligence. The declared value does not cover:

1. Jewelry, coins, and collectibles.
2. Cash
3. Damage to electronic equipment if there is no evidence of physical damage or breakage to the packaging container.
4. Items of indeterminable value.
5. Extremely fragile items (e.g. mirrors, glass, ceramics, etc).
6. Improperly packed items.
7. Concealed damage.
8. Unpacked items, including furniture (sofa, chair, mattress, futon, box spring, dresser, table, etc) that is not wrapped and protected.
9. Minor damage due to normal handling (including, but not limited to scratches, nicks, and cuts).
10. Any damage caused by an event of force majeure.
11. Damage to storage containers (e.g. boxes, trunks, etc.)

12. Damages due to natural disasters, and any and all loss or damages occurring while the items are not in the possession of CE.

13. Damages caused to particleboard and assembled furniture.

Damaged items must have evidence of physical damage to the exterior packaging of the item. CE cannot be held liable for concealed damage to items within a carton, trunk, or other casing without physical damage to the exterior of the package.

The Customer acknowledges that the Customer is liable for any damage the Customer's storage contents may inflict on the property of others.

Notwithstanding anything to the contrary contained in this Agreement, CE's maximum liability for any damage, loss, cost, or expense incurred as a result of any storage by CE is limited by the terms included in this Agreement. All declared value coverage is expressly limited to the period in which the Customer's possessions are in the actual care and custody of CE.

### **Claims**

The Customer agrees to make a claim for any loss first against any declared valuation carried by the Customer or the Customer's parents, if available. The Customer will make claims against CE only after exhausting other areas of coverage.

In the case of damage to stored packages, any damaged cartons must be inspected in the presence of a CE representative at the time of delivery to confirm damage. All damaged boxes must be opened at the time of delivery, at which time the CE representative will document the damage. For loss of stored packages, the Customer must notify the CE representative of the loss at the time of delivery of the other packages and sign the delivery receipt amended for the lost package. The missing items must be noted on the form and signed off by the CE representative.

If the Customer is not present during the time of delivery, the condition notes recorded on the contract, if any, will determine the existence and extent of damage or loss.

Claims for loss of, or damage to, the Customer's property must be filed by requesting a claims form from CE. Claims shall be deemed waived if not filed within 10 days following delivery of the damaged package or, in the case of a lost item, within 10 days following the scheduled delivery of the missing item. Upon receipt of a completed Claim Form and all required documentation, CE will process the claim and issue a formal reply to the Customer within 30 days of receipt of the Claim Form and documentation. CE will pay the lesser of the following claim amounts:

1. The cost of reasonably restoring the property to its condition immediately before the move (applies only in the case of damaged items)
2. The original cost or replacement value of the property.
3. The amount of declared valuation on the package, which is:
  - \$100 if no additional declared value was purchased, or
  - The amount of additional declared value the Customer purchased from a third party insurer for the item, plus the \$100 of free declared value.

It is hereby expressly agreed that CE shall have no liability if any claim is denied or paid in part by the Shipping Carrier or its declared valuation company.

**Abandonment**

Without limiting the right of CE to conclude for other reasons that the Customer will not be returning to school, the Customer agrees that the Customer's failure to be present on the scheduled delivery day and the Customer's failure to communicate with CE concerning an alternate delivery arrangement constitutes abandonment of their stored possessions.

In the case of abandonment of the Customer's possessions, the Customer agrees to pay CE for all charges and fees relating to the failed delivery attempt and for any disposal fees of the Customer's items. CE has the right to assume ownership of the abandoned property on December 30th of the service year if the Customer has failed to contact CE about delivery and/or has not paid for current storage fees.

**Waiver**

Except as specifically provided in this Agreement, the Customer waives any claims for damage or loss of any article against CE and its employees. The Customer expressly releases and agrees to hold CE, and its agents and employees harmless from any and all costs of processing any claim or defending any claim arising from this Agreement. The Customer expressly acknowledges that CE is not a professional mover or common carrier and waives the right to hold CE to any laws or standards governing movers or carriers.

**Entire Agreement**

The Customer acknowledges that there are no representations, warranties, or agreements by or between the parties that are not fully set forth herein and no representative of CE is authorized to make any representations, warranties, or agreements other than as expressly set forth herein.

**Severability**

Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

**Claims for loss of, or damage to, a single item of Customer's Property (hereinafter "Property Claim")**

A. A Property Claim must be filed with CE by requesting a "Loss or Damaged Item Claim Form" (hereinafter "Property Claim Form") from CE. Upon receipt of a completed Property Claim Form and any required documentation, CE will process the claim and issue a formal reply to the Customer within 30 days of receipt of the Property Claim Form and documentation.

B. The Customer agrees that a Property Claim shall be made first against any Customer Declared Valuation as follows:

1. \$100 of Free Declared Value, and;
2. If additional Customer Declared Value was purchased for the item from a third party insurer, then the lesser of the amount of Customer Declared Value purchased for the item

C. In addition to the Free Declared Value and if applicable the Customer Declared Value above, Customer agrees that CE, but only in its sole discretion, may pay either of the following amounts to satisfy the Property Claim:

1. In the case of a damage to an item, the cost of reasonably restoring the property to its condition immediately before the move.
2. In the case of a loss of an item, the current and actual cash value of the property.

It is hereby expressly agreed that CE shall have no liability if any claim is denied or paid in part by the Shipping Carrier or its insurance company.

**The Customer agrees that if a Property Claim is not resolved pursuant to the process above, then that Property Claim shall be specifically subject to the Campus Enterprises, LLC Arbitration Agreement as set forth below.**

**The Customer agrees that any and all other claims (i.e. non Property Claim(s)) shall be specifically subject to the Campus Enterprises, LLC Arbitration Agreement as set forth below**



## **Campus Enterprises, LLC ARBITRATION AGREEMENT**

**PLEASE READ THIS CAREFULLY. THIS AGREEMENT AFFECTS YOUR RIGHTS.**

**By agreeing to purchase the Services (“Services” as defined below) from Campus Enterprises, LLC (as defined below and hereinafter “CE”), You (“You” as defined below) agree to the terms and conditions of this Arbitration Agreement (“ Arbitration Agreement”).**

- 1. CE and You agree that the Services have an effect on interstate commerce. Therefore, CE and You agree that this Agreement shall be construed and interpreted under the Federal Arbitration Act, 9 U.S.C. Section 1, et. seq.**
- 2. You and CE agree that any and all Claims (“Claims” as defined below) between You and CE relating in any way to your purchase of, or use of, the Services from CE shall be submitted to binding Arbitration before the American Arbitration Association (“AAA”) in accordance with the AAA Commercial Arbitration Rules ([www.adr.org/commercial](http://www.adr.org/commercial)) and Supplementary Procedures for Consumer-Related Disputes (“AAA Rules”) ([www.adr.org/consumer](http://www.adr.org/consumer)). Judgment may be entered on the Arbitration award by a Court of competent jurisdiction. You and CE agree that Claims submitted to Arbitration will be decided in a single arbitration before a single Arbitrator who must be on the AAA National Roster of Commercial Arbitrators and selected in accordance with the AAA Rules. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators have the authority to award the same damages and relief that a court can award.**
- 3. CE AND YOU AGREE THAT CLAIMS MAY ONLY BE BROUGHT IN AN INDIVIDUAL CAPACITY AND IN THE NAME OF AN INDIVIDUAL PERSON OR ENTITY AND THAT CLAIMS MUST PROCEED ON AN INDIVIDUAL AND NON-CLASS AND NON-REPRESENTATIVE BASIS. CE AND YOU AGREE THAT CLAIMS OF TWO OR MORE PERSONS MAY NOT BE JOINED OR CONSOLIDATED IN THE SAME ARBITRATION UNLESS ARISING FROM THE SAME TRANSACTION. FURTHERMORE, CE AND YOU AGREE THAT NEITHER YOU NOR CE MAY PURSUE THE CLAIMS IN ARBITRATION AS A CLASS ACTION OR PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION NOR MAY ANY SUCH CLAIMS BE PURSUED ON EITHER OF OUR BEHALF IN ANY COURT, INCLUDING ASSIGNED CLAIMS. THE ARBITRATOR SHALL HAVE THE AUTHORITY TO AWARD RELIEF ONLY ON AN INDIVIDUAL AND NON-CLASS AND NON-REPRESENTATIVE BASIS.**

4. You acknowledge and agree that You voluntarily and knowingly entered into this Arbitration Agreement, and chose to purchase the Services from CE rather than one of its competitors who may not have an arbitration agreement.

#### **DEFINITIONS:**

**“Services”** means the pick up and/or self drop off and/or storage and/or delivery and/or self pick up and/or receiving and/or shipping and/or moving of Your goods by CE and/or the purchase of packing supplies by You from CE and/or the purchase of declared valuation coverage by You from CE. **“Campus Enterprises or CE”** means Campus Enterprises, LLC and all of its parent corporations and each of their respective subsidiaries, insurers, affiliates, agents, independent contractors and dealers. **“You”** means You and Your respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, relatives, spouse, beneficiaries, estate, domestic partners, heirs and assigns, as well as all authorized or unauthorized users of the Services purchased from CE. **“Claims”** is to be broadly interpreted to include any dispute, claim or cause of action arising out of or relating to, Your dealings with CE, including but not limited to, the reservation and/or reservation process, use of any CE website, advertising, rental or sales contract, or any purchase or use of the Services. Claims also include any and all legal theories that may be asserted by You.

#### **RULES APPLICABLE TO ALL CLAIMS:**

**Notice Procedure.** If You intend to seek Arbitration you must first send to CE by certified mail, a written Notice of Dispute ("Notice"). The Notice to CE should be addressed to: Campus Enterprises, LLC. Arbitration, 3520 Kangaroo Drive, PO Box 61132, Durham NC 27715 ("Notice Address"). You may download a form Notice at [www.uhaul.com/arbitration](http://www.uhaul.com/arbitration). If CE and You do not reach an agreement to resolve the Claim within 60 days after the Notice is received, or immediately upon CE's denial of Your Claim, You or CE may commence an Arbitration proceeding by filing a Demand for Arbitration ("Demand"). You may download a form Demand at: [www.uhaul.com/arbitration](http://www.uhaul.com/arbitration). During the Arbitration, the amount of any settlement offer made by CE or You shall not be disclosed to the Arbitrator until after the Arbitrator determines the amount, if any, to which You or CE is entitled.

**Arbitration Rules.** The AAA Commercial Arbitration Rules ([www.adr.org/commercial](http://www.adr.org/commercial)) and Supplementary Procedures for Consumer-Related Disputes ([www.adr.org/consumer](http://www.adr.org/consumer)) apply in the arbitration of all Claims with the following exceptions:

- 1.** For claims that do not exceed the jurisdictional limit of state small claims court, either You or CE may bring Claims in small claims court instead of arbitration. The rules of the small claims court shall apply.
  
- 1.** Claims seeking \$75,000 or less. After CE receives the required Demand for Arbitration that You have commenced Arbitration, it will reimburse You for your payment of the filing fee. The Arbitration will take place in the County (or Parish) where You reside at the time of the purchase of the Services, unless otherwise agreed in writing by You and CE. CE waives any right to recover attorneys' fees or costs from You except as expressly provided in this Agreement. If the Notice procedure above was followed and: a) CE did not make a written offer to settle the dispute before an arbitrator was selected, and the Arbitrator awards you any relief on the merits; or b) after finding in Your favor in any respect on the merits of Your claim, the Arbitrator issues You an award that is greater than the value of CE's last written settlement offer made before an arbitrator was selected, then CE will: i) pay You the amount of the Arbitrator's award or \$7,500, whichever is greater ("Alternative Payment"), and; ii) pay Your attorney, if any, the amount of reasonable attorneys' fees, and reimburse any expenses (including expert witness fees and costs) that Your attorney reasonably accrued for investigating, preparing, and pursuing Your Claim in Arbitration ("Attorney Premium").
- 2.** Claims seeking \$15,000 or less. In addition to sub-paragraph "a" above, You may choose whether the Arbitration proceeds in person, by telephone, or based only on written submissions.
- 3.** Claims seeking in excess of \$500,000. The AAA Rules for Large, Complex Commercial Disputes shall apply ([www.adr.org/commercial](http://www.adr.org/commercial)). Payment of all fees will be governed by AAA Rules. The Arbitration will take place in the County (or Parish) where You reside at the time of the purchase of the Services, unless otherwise agreed in writing by You and CE. The Federal Rules of Evidence shall apply unless otherwise agreed to in writing by You and CE.

**Arbitrator's Authority.** The Arbitrator shall issue a written decision sufficient to explain the essential findings and conclusions on which the award is based. The Arbitrator has the authority to make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the Alternative Payment and the Attorney Premium at any time during the proceeding and upon request from either party made within 14 days of the Arbitrator's ruling on the merits. The Arbitrator has the authority to award any form of individual relief, including equitable relief, including injunctions, and other relief available under applicable law. The Arbitrator is bound by the terms of this Arbitration Agreement. All issues are for the Arbitrator to decide, except issues relating to the scope and enforceability of the Arbitration Agreement (including but not limited to the enforceability of the individual action requirement of paragraph 3, above) which shall be for a Court of competent jurisdiction to decide.

**Statute of Limitations.** The Arbitrator shall apply a statute of limitations to all Claims as though such Claims were brought in a court of competent jurisdiction.

**Confidentiality.** In order to protect the confidential, proprietary, and trade secret information of the parties, CE and You agree to enter into a Confidentiality Agreement as negotiated by CE and You. If CE and You cannot agree on the Confidentiality Agreement, the Arbitrator shall have the sole responsibility for determining the appropriate scope of the Confidentiality Agreement. In no event shall the Confidentiality Agreement in any way prevent CE or You from using any document marked as "confidential" in an Arbitration proceeding under this Agreement, subject to any ruling on admissibility by the Arbitrator.

**Fees.** Except as otherwise provided in this Arbitration Agreement, CE will pay all AAA filing, administration, and arbitrator fees for any Arbitration initiated in accordance with the Notice Procedure above. Current filing fees are available at [www.adr.org](http://www.adr.org) If, however, the Arbitrator finds that either the substance of Your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, You agree to reimburse CE for all monies previously disbursed by it that are otherwise Your obligation to pay under the AAA Rules.

**Attorneys' Fees and Costs.** The right to attorneys' fees and expenses is in addition to any right to attorneys' fees You may have under applicable law. However, You may not recover duplicative awards of attorney's' fees or costs. Although under some laws CE may have a right to an award of attorney's' fees and expenses if it prevails in Arbitration, CE agrees that it will not seek such an award.