



## TJX RESEARCH AND PUBLISHING, LLC

### **Fee-Based Services and Billing.**

We offer products and subscriptions for a fee (“fee-based services”). These fee-based services are governed by the additional terms you agree to when you register for the fee-based service and these Terms. If you register for a fee-based service, you must designate a payment method and provide us with accurate billing and payment information and you have the continuing obligation to keep it up to date.

### **The following important provisions apply to all of our fee-based services:**

**Third-Party products.** If the fee-based service includes a third-party product, you understand and agree that your purchase and use of the service is also subject to the third party’s terms of service and privacy policy, which you should read thoroughly before agreeing to them.

### **Payments.**

You represent that you are at least the minimum age required to enter into a legal agreement. You agree to pay us for any fee-based services you purchase from us, as well as all other charges incurred under your account, including applicable taxes and fees. You are responsible for all charges incurred under your account, including purchases made by you or anyone you allow to use your account or any sub-or linked accounts (including any person with implied, actual, or apparent authority) or anyone who gains access to your account as a result of your failure to safeguard your authentication credentials.

### **Payment Methods.**

You authorize and direct us to charge your designated payment method for these charges or, if it fails, to charge any other payment method you have on file with us, even if we received it in association with other fee-based services. You are responsible for all charges even if your payment method fails or is denied. You authorize and direct us to retain all information about any payment method(s) associated with your account. We may import payment information you entered during a prior purchase and provide you the option to use that payment information during purchase of a new product. You permit us to obtain and use updated information from the issuer of your

payment method in accordance with the policies and procedures of any applicable card brands. We may in some instances continue charging a payment method past its expiration date at our discretion and subject to the payment processors' or issuing bank's approval. Surcharges may apply if you use certain payment methods, such as payment from your checking or savings account.

#### **Auto-Renewal.**

We use auto-renewal for many of our fee-based Services. At the expiration of each subscription term for such fee-based Services, we will automatically renew your subscription and charge the credit card or other payment method you have provided to us, unless you cancel your subscription at least 48 hours before the end of the current period. Unless otherwise stated, your subscription will be automatically renewed at the then-current price, excluding promotional and discount pricing. We may, in our sole discretion, post charges to your payment method individually or aggregate charges for some or all of your fee-based Services with us.

#### **Fraud Protection.**

We may take steps to verify the validity of the credit card information you provide to us, including debiting amounts less than \$1.00 from your credit card and then immediately crediting it back. You authorize us to do so for verification and anti-fraud purposes.

#### **Free Trials.**

We may offer you free trials, so that you may try a fee-based Service subscription without charge or obligation ("Free Trial"). Unless otherwise stated and unless you cancel your subscription prior to the expiration of the Free Trial, periodic subscription fees will be charged at the then-applicable rate upon expiration of the Free Trial period and will continue to be charged until the subscription is canceled. If you are not satisfied with a particular fee-based service, you must cancel the subscription before the Free Trial ends to avoid charges. We reserve the right to limit you to one free trial or promotion of a fee-based service and to prohibit the combining of free trials or other promotional offers.

#### **Termination.**

We, in our sole discretion, may change, discontinue or terminate any or all aspects of a fee-based service without notice, including access to support.

**No Refunds.**

All charges are nonrefundable unless provided otherwise in the terms you agree to when you register for a fee-based service. You may cancel a fee-based service at any time by logging into your online account and terminating the subscription.

**Change in Fees and Billing Method.**

We may change our fees and billing methods at any time. We will provide you with notice of any price increase at least thirty (30) days in advance. Subject to applicable law, (i) if you disagree with any proposed change, your sole remedy is to cancel your fee-based service before the price change takes effect and (ii) your continued use of or subscription to the service after the price change takes effect constitutes your agreement to pay the new price for the service.

**Delinquency.**

After 30 days from the date of any unpaid charges, your fee-based service will be deemed delinquent, and we may terminate or suspend your account and fee-based service for non-payment. You are liable for any fees, including attorney and collection fees, incurred by us in our efforts to collect any remaining balances from you.

**90-Day Notice Period.**

You must notify us about any billing problems or discrepancies within 90 days after they first appear on your billing method statement. If you do not bring them to our attention within 90 days, you agree that you waive your right to dispute such problems or discrepancies.

**Third Party Beneficiaries and Conflicts.**

These Terms control the relationship between you and us. They do not create any third party beneficiary rights. If there is a conflict or inconsistency between the terms in this document and the additional terms associated with a particular service, the additional terms will control solely for that conflict or inconsistency.

**Modification of the Terms.**

Unless stated differently, we may modify these Terms from time to time. Unless we indicate otherwise.

**Continued Use of the Services.** You may stop using the services at any time, but your continued use of or subscription to a Service after the effective date of any modifications to the Terms or the means that you agree to the Terms as modified.

**Waiver and Severability of Terms.**

Our failure to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision. If any provision (or part of a provision) of these Terms is found to be invalid, you and we nevertheless agree to give effect to the intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect.

**Assignment by Us.** We may freely assign these Terms and all of the policies and other documents incorporated or referenced in it (including all rights, licenses, and obligations under it or them), in whole or in part and without notice, for any reason, including for the purpose of internal restructuring (for example, mergers or liquidations).

**BINDING ARBITRATION AGREEMENT. AGREEMENT TO ARBITRATE FOR U.S. USERS. YOU AND US BOTH AGREE TO RESOLVE ANY AND ALL DISPUTES, CONTROVERSIES OR CLAIMS THAT IN ANY WAY ARISE OUT OF OR RELATE TO THESE TERMS OR FROM ANY SERVICES YOU RECEIVE FROM US (OR FROM ANY ADVERTISING FOR ANY SUCH SERVICES), INCLUDING ANY DISPUTES BETWEEN YOU AND OUR EMPLOYEES OR AGENTS (“DISPUTE(S)”), ONLY BY ARBITRATION ON AN INDIVIDUAL BASIS OR IN SMALL CLAIMS COURT. YOU UNDERSTAND THAT BY AGREEING TO THESE TERMS, ARBITRATION OR A SMALL CLAIMS ACTION WILL BE THE SOLE AND EXCLUSIVE MEANS OF RESOLVING ANY DISPUTE BETWEEN US. YOU ALSO UNDERSTAND THAT BY AGREEING TO THESE TERMS, YOU AND WE ARE GIVING UP THE RIGHT TO BRING A CLAIM IN COURT OR IN FRONT OF A JURY (EXCEPT FOR MATTERS THAT MAY BE BROUGHT IN SMALL CLAIMS COURT), AND THAT YOU AND WE ARE GIVING UP THE RIGHT TO PROCEED WITH ANY CLASS ACTION OR OTHER REPRESENTATIVE ACTION. WHILE ARBITRATION PROCEDURES MAY BE DIFFERENT THAN COURT PROCEDURES, AN ARBITRATOR CAN AWARD YOU INDIVIDUALLY THE SAME DAMAGES AND RELIEF AS A COURT, AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED AND ENFORCED IN ANY COURT HAVING JURISDICTION THEREOF. THE PARTIES UNDERSTAND THAT ABSENT THIS MANDATORY PROVISION, THEY WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. THEY FURTHER UNDERSTAND THAT, IN SOME INSTANCES, THE COSTS OF ARBITRATION COULD EXCEED THE**

COSTS OF LITIGATION AND THE RIGHT TO DISCOVERY MAY BE MORE LIMITED IN ARBITRATION THAN IN COURT. We also both agree that:

**Notice of Dispute.** If either you or we intend to arbitrate under these Terms, the party seeking arbitration must first notify the other party of the dispute in writing at least 30 days in advance of initiating the arbitration. Notice to us should be sent either by mail to TJX Research and Publishing, LLC, Attn: Disputes, 116A Macon Street, Brooklyn, N.Y. USA; or [disputes.TJXLLC3@gmail.com](mailto:disputes.TJXLLC3@gmail.com). ~~Notice to you will be to your email address(es) and street address(es), if any, that we have in our records at the time the notice is sent.~~ The notice must describe the nature of the claim and the relief being sought. If we are unable to resolve the dispute within 30 days, either party may then proceed to file a claim for arbitration.

**Arbitration Procedure.** The Federal Arbitration Act applies to these Terms. Except for small claims court cases, any and all disputes will be resolved by arbitration administered by the American Arbitration Association ("AAA"). The AAA will apply the Commercial Arbitration Rules to the arbitration of any dispute pursuant to these Terms, unless you are an individual and use the services for personal or household use, in which case the AAA's Consumer Arbitration Rules will apply (excluding any rules or procedures governing or permitting class actions). You can get procedures (including the process for beginning an arbitration), rules and fee information from the AAA ([www.adr.org](http://www.adr.org)). These Terms govern to the extent they conflict with the AAA's Commercial Arbitration Rules or Consumer Arbitration Rules.

**Small Claims Court Option.** As an alternative to arbitration, you may bring an individual action in small claims court in your county of residence (or if a business, your principal place of business) or Kings County, Brooklyn, New York, provided that your dispute meets the requirements of the small claims court.

**Arbitration Location.** Unless you and we agree otherwise, the arbitration must take place, or the small claims action must be filed, in the county of your primary residence.

**Arbitration Fees and Expenses.** We will reimburse any filing fee that the AAA charges you for arbitration of the dispute. If you provide us with signed written notice that you cannot pay the filing fee, we will pay the fee directly to the AAA. If the arbitration proceeds, we will also pay any administrative and arbitrator fees charged later.

**Settlement Offers.** We may, but are not obligated to, make a written settlement offer any time before or during

arbitration. The amount or terms of any settlement offer may not be disclosed to the arbitrator unless and until the arbitrator issues an award on the claim. If you do not accept the offer and the arbitrator awards you an amount of money that is more than our offer but less than \$5,000, we agree to: (a) pay you \$5,000 instead of the lower amount awarded, (b) pay your reasonable attorney's fees and costs, and (c) reimburse any arbitration filing fees and arbitrator fees and expenses incurred in connection with the arbitration of your dispute. If the arbitrator awards you more than \$5,000 and we are not challenging the award, then we will pay you the amount of the award.

**JURY TRIAL WAIVER FOR.** IF FOR ANY REASON A DISPUTE PROCEEDS IN COURT RATHER THAN THROUGH ARBITRATION, YOU AND WE AGREE THAT THERE WILL NOT BE A JURY TRIAL. YOU AND WE UNCONDITIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM IN ANY WAY ARISING OUT OF OR RELATING TO THESE TERMS. IN THE EVENT OF LITIGATION, THIS PARAGRAPH MAY BE FILED TO SHOW A WRITTEN CONSENT TO A TRIAL BY THE COURT.

These Terms and the relationship between the parties, including any claim or dispute that might arise between the parties, whether sounding in contract, tort, or otherwise, will be governed by the laws of the State of New York without regard to its conflict of law provisions. In no event will the parties bring claims against one another under the laws of another jurisdiction.

**Forum.** If for any reason a dispute proceeds in court rather than through arbitration, all such disputes (regardless of theory) arising out of or relating to these Terms, or the relationship between you and us, will be brought exclusively in the courts located in the county of Kings, New York or the U.S. District Court for the Eastern District of New York. In such cases, you and we agree to submit to the personal jurisdiction of the courts located within the county of Kings, New York or the Eastern District of New York, and agree to waive any and all objections to the exercise of jurisdiction over the parties by such courts and to venue in such courts.

**Severability.** If any part of this agreement to arbitrate is found by a court of competent jurisdiction to be unenforceable, the court will reform the agreement to the extent necessary to cure the unenforceable part(s), and the parties will arbitrate their dispute(s) without reference to or reliance upon the unenforceable part(s).