

24. Dispute Resolution/Arbitration Agreement

PLEASE READ THIS SECTION CAREFULLY, AS IT CONTAINS AN ARBITRATION AGREEMENT. It affects how claims between you and any Groupon Entities will be resolved. There is no judge or jury in arbitration, and court review of an arbitration award is limited.

(a) Binding Arbitration. Except as specifically stated herein, any dispute or claim between you and Groupon and/or its subsidiaries, affiliates, and/or any of their respective members, officers, directors, and employees (all such entities collectively referred to herein as the “Groupon Entities”) arising out of, relating in any way to, or in connection with the Terms of Use, the Site or your use of the Site, your Personal Information, or any Products or Merchant Offerings (“Dispute(s)”) shall be resolved exclusively by final, binding arbitration; except that you may bring a qualifying claim over a Dispute in a small claims court. The parties agree that judgment on any award rendered by the arbitrator may be entered in any court having jurisdiction thereof. This agreement to arbitrate shall survive any termination or expiration of the Contract.

By virtue of this Dispute Agreement (defined below), you and Groupon are each giving up the right to go to court and have a Dispute heard by a judge or jury (except as otherwise set forth in this Section 24(a) or Section 24(d)). The provisions of this Section 24 shall constitute your and Groupon’s written agreement to arbitrate Disputes under the Federal Arbitration Act (“**Dispute Agreement**”).

(b) Pre-Arbitration Notice The parties agree to engage in good faith informal efforts to resolve a dispute before initiating an arbitration. The party raising a dispute must first send a written notice to the other party providing a detailed description of the dispute, including: (1) the initiating party’s name and contact information (including the address, telephone number, email address associated with Your account) and, for visitors to a Site making claims regarding that site, the IP address from which you visited the Site; (2) information sufficient to identify the transaction or other circumstances at issue; (3) the nature and basis of the dispute and any claims; and (4) the nature and basis of the relief sought (including a calculation of any damages). The parties agree that the particularity provided will conform with that required by federal pleading standards (Federal Rule of Civil Procedure 9(b)).

Your notice to Groupon must be personally signed by you (and your attorney if you are represented by legal counsel); Groupon’s notice to you must be personally signed by a company representative, and Groupon’s attorney if it is represented by legal counsel. Groupon’s notice to You must be sent via certified mail to the address associated with your account. Your notice to Groupon must be sent via certified mail to the following address:

Groupon, Inc., c/o Legal Department, 35 W Wacker Dr FL 25, Chicago, IL 60601

For a period of 60 days from the date of receipt of a completed notice from the other party, the parties will work together using reasonable efforts to try to resolve the dispute, including by participating in a mandatory telephone conference between Groupon and you (and your

attorney, if you have retained one) to discuss your individual claims. The parties agree to provide availability for that call within 30 days of receiving the other party's written demand. If the dispute is not resolved within this 60-day period (which can be extended by agreement of the parties), you or Groupon may commence arbitration consistent with the process set forth below. Compliance with this informal dispute resolution process is mandatory and a condition precedent to initiating arbitration. If any aspect of the pre-dispute notice procedures has not been met, a court can enjoin the filing or prosecution of an arbitration or small claims action. A party's failure to comply with the Pre-Arbitration Notice procedures shall be considered a material breach of the Terms of Use.

Nothing in this paragraph limits the right of a party to seek damages for non-compliance with the mandatory pre-dispute notice in arbitration or in a small claims action. All applicable limitations periods (including statutes of limitation) for a party that substantively complies with the pre-arbitration process will be tolled from the date of the receipt of a pre-arbitration notice through the conclusion of this mandatory informal dispute resolution procedure.

(c) Arbitration Procedures. If the parties do not reach such solution within a period of 60 days after receipt of the pre-dispute notice, then, upon notice by either party to the other, all disputes, claims, questions, or differences, except as provided herein, shall be determined by binding arbitration administered National Arbitration and Mediation ("NAM") and conducted before a single arbitrator pursuant to its rules, including, without limitation, [NAM's Comprehensive Dispute Resolution Rules and Procedures](#) (the "NAM Rules"). The arbitrator will apply and be bound by this Agreement, apply applicable law and the facts, and issue a reasoned award, if appropriate.

To begin an arbitration proceeding, the Party must complete the Dispute by utilizing [form available on NAM's Website](#) and sending the completed form to NAM, as set forth in the NAM Rules, and to the other Party via certified mail. An arbitration demand must also be accompanied by a certification of compliance with the mandatory informal dispute resolution procedure outlined above and be personally signed by the party initiating the arbitration (and counsel, if represented). Groupon's completed form and certification must be sent to the most recent contact information that you have provided to Groupon; Your completed form and certification must be sent to the following address:

C T Corporation System, 208 S. LaSalle Street, Suite 814, Chicago, IL 60604.

No demand for arbitration may be made after the date when the institution of legal or equitable proceedings based on such claim or dispute would be barred by the applicable statute of limitation. By submitting an arbitration demand, the party (and counsel, if represented) represents that, as in federal court, they are complying with the requirements of Federal Rule of Civil Procedure 11(b). The arbitrator is authorized to impose any sanctions available under Federal Rule of Civil Procedure 11 on represented parties and their counsel. Groupon will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the Dispute is frivolous and/or a Party brought an arbitration demand for an improper purpose.

Payment of all filing, administration, and arbitrator fees will be governed by the NAM's Rules and [consumer arbitration fee schedule](#). The arbitration will be conducted based upon written submissions unless you or Groupon requests, and/or the arbitrator determines, that a telephone or in-person hearing is necessary. In addition, you hereby unconditionally agree that (1) the arbitrator's decision shall be controlled by these Terms of Use and any of the other agreements referenced herein that you may have entered into in connection with the Site; (2) the arbitrator shall honor claims of privilege recognized at law; and (3) in the event the NAM is unavailable or unwilling to hear the Dispute, you and the applicable Groupon Entity(ies) shall agree to, or a court shall select, another arbitration provider.

(d) Additional Procedures for Mass Arbitration. In the event that claimants (including you) assert or seek to assert 25 or more similar arbitration demands against any Groupon Entity(ies) with the same counsel or counsel acting in coordination ("Mass Arbitration"), the [NAM Mass Arbitration Rules](#) (the "NAM Mass Arbitration Supplement Rules") and the provisions of this paragraph shall apply (in addition to the terms set forth in the above). If there is a conflict between the NAM Mass Arbitration Rules and this paragraph, then this paragraph controls. In the event a Mass Arbitration is presented, the parties will attempt to agree on a batching protocol where arbitrations will be filed and proceed in stages. If the parties cannot agree, the claiming party shall file an initial batch of up to 30 arbitrations, and the parties will thereafter submit the issue of subsequent batching to a process arbitrator appointed by NAM to decide. Unless otherwise agreed or directed by a process arbitrator, no party may file a subsequent batch of arbitrations until the previous batch has been settled, withdrawn, or decided. Any applicable limitations period (including statutes of limitations) shall be tolled from the time a dispute is first presented to NAM or Groupon as being part of a Mass Arbitration until the dispute proceeds in arbitration or is otherwise resolved. This batch process shall in no way be interpreted as authorizing a class, collective and/or mass arbitration or action of any kind, or arbitration involving joint or consolidated claims under any circumstances, except as expressly set forth in this provision. The parties agree that they will work together in good faith to ensure that arbitration remains cost-effective for all parties, and agree that they will not cause initiation or other fees to be incurred with NAM for subsequent batches so long as the initial batch has yet to be settled, withdrawn, or decided.

(e) No Class Action Matters. We each agree that we shall bring any Dispute against the other in our respective individual capacities and not as a plaintiff or class member in any purported class, representative proceeding or as an association. In addition, we each agree that Disputes shall be arbitrated only on an individual basis and not in a class, consolidated, or representative action and that the arbitrator may award relief (including injunctive relief) only on an individual basis. The arbitrator does not have the power to vary these provisions.

(f) Choice of Law and Forum; No Jury Trial. If for any reason a Dispute proceeds in court: (i) except with respect to a qualifying claim over a Dispute in a small claims court, which you shall have the right to bring in a court of competent jurisdiction in the county in which you reside, you and Groupon agree that any Dispute may only be instituted in a state or federal court in Cook County, Illinois/Northern District of Illinois; (ii) you and Groupon irrevocably consent and submit

to the exclusive personal jurisdiction and venue of such courts for resolution of such Disputes; and (iii) you and Groupon agree to waive any right to a trial by jury. You and Groupon agree that the Federal Arbitration Act, the NAM rules, as modified by the NAM Mass Arbitration Rules if applicable, applicable federal law, and the laws of the State of Illinois, without regard to principles of conflicts of law, will govern this Dispute Agreement and any Disputes.

(g) Injunctive Relief. Notwithstanding anything to the contrary in this Dispute Agreement, either party may bring suit in court seeking an injunction or other equitable relief arising out of or relating to the infringement of a party's intellectual property, or any illegal or intentional act affecting the accessibility, functionality, or the security of the Site, and/or any illegal or intentional act against your interests or the general business interests of Groupon.

(h) Severability. With the exception of Section 24(e) above, if any part of this Section 24 is ruled to be unenforceable, then the balance of this Section 24 shall remain in full effect and construed and enforced as if the portion ruled unenforceable were not contained herein. If Section 24(e) above is ruled to be unenforceable, then Sections 24(a-d) shall be deemed unenforceable, but the rest of Section 24 shall remain in full effect.

25. License to Sell Travel Services

Groupon holds a license to sell travel services in the following states: (a) Florida – Fla. Seller of Travel Ref. No. ST39432; (b) Hawaii – license number TAR6914; (c) Iowa – license number 1189; and (d) Washington – license number 603352377.

26. Additional Disclosures

No waiver by either you or Groupon of any breach or default or failure to exercise any right allowed under these Terms of Use is a waiver of any preceding or subsequent breach or default or a waiver or forfeiture of any similar or future rights under our Terms of Use. The section headings used herein are for convenience only and shall be of no legal force or effect. If a court of competent jurisdiction holds any provision of our Terms of Use invalid, such invalidity shall not affect the enforceability of any other provisions contained in these Terms of Use, and the remaining portions of our Terms of Use shall continue in full force and effect.

You are contracting with Groupon, Inc. Correspondence should be directed to:

Groupon, Inc., 35 W Wacker Dr FL 25, Chicago, IL 60601; [Groupon Customer Support](#)

If you are a California resident, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N-112, Sacramento, California 95834, or by telephone at (800) 952-5210.

The provisions of these Terms of Use apply equally to, and are for the benefit of, Groupon, its subsidiaries, affiliates, Merchants, and its third-party content providers and licensors, and each shall have the right to assert and enforce such provisions directly.