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Prohibition on Scripts, Bots, Third Parties, etc. You shall not access or use the Site by means of any automated program, expert system, electronic agent or “bot,” and shall not give any person or entity access to the Site.

Prohibition on Scraping. You are prohibited from “scraping,” copying, republishing, licensing, or selling the data or information on the Site if you do so for commercial purposes.
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Arbitration and Class Action Waiver. Excluding claims for injunctive or other equitable relief, for claims related to the Site, including any services purchased through the Site, any dispute or controversy arising out of or relating to these Terms of Use, including without limitation, any and all disputes, claims (whether in tort, contract, statutory or otherwise) or disagreements concerning the existence, breach, interpretation, application or termination of these Terms of Use shall be resolved by final and binding arbitration in accordance with the JAMS Inc. Comprehensive Arbitration Rules & Procedures then in effect. There shall be no right or authority for any claims to be arbitrated on a class action basis. The arbitration shall take place in New York, New York or at the option of the party seeking relief, by telephone, online, or via written submissions alone, and be administered by JAMS. The arbitral tribunal (“Tribunal”) shall be composed of one arbitrator, who shall be independent and impartial. If the parties fail to agree on the arbitrator within twenty (20) calendar days after the initiation of an arbitration hereunder, JAMS shall appoint the arbitrator. The arbitration shall be conducted in the English language. The decision of the arbitrator will be final and binding on the parties. Judgment on any award(s) rendered by the arbitrator may be entered in any court having jurisdiction thereof. Nothing in this section shall prevent either party from seeking immediate injunctive relief from any court of competent jurisdiction, and any such request shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate. The parties undertake to keep confidential all awards in their
arbitration, together with all confidential information, all materials in the proceedings created for the purpose of the arbitration and all other documents produced by the other party in the proceedings and not otherwise in the public domain, save and to the extent that disclosure may be required of a party by legal duty, to protect or pursue a legal right or to enforce or challenge an award in legal proceedings before a court or other judicial authority. The arbitrator shall award all fees and expenses, including reasonable attorney’s fees, to the prevailing party. Any judgment rendered by the arbitrator may be entered in any court of competent jurisdiction.

Members may choose to opt out of the agreement to arbitrate by mailing a written opt-out notice ("Notice") to N26. The Notice must be postmarked no later than thirty (30) days after the date you accept these Terms of Use for the first time. The Notice must be mailed to P.O. Box 690, New York, NY 10012, the attention of “Legal Department”. This procedure is the only mechanism by which you can opt out of the agreement to arbitrate. Opting out of the agreement to arbitrate has no effect on any other parts of these Terms of Use, or any previous or future arbitration agreements that you have entered into with N26.

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**Contact Us.** For further information, or inquiries about these Terms of Use, please contact legalgroup-us@n26.com.