

ARBITRATION AGREEMENT

This Consumer Arbitration Agreement (this "Agreement") is entered into and made effective as of (the "Effective Date"), by and between [FIRST PARTY S FULL LEGAL NAME], a Corporation, with an address of [FIRST PARTY S ADDRESS] (the "Company"), and [SECOND PARTY S FULL LEGAL NAME] (the "Customer"), with an address of [SECOND PARTY S ADDRESS]. The Company and the Customer are each a "Party" and collectively the "Parties."

PLEASE READ THIS AGREEMENT CAREFULLY. IT REQUIRES YOU AND THE COMPANY TO RESOLVE DISPUTES THROUGH BINDING INDIVIDUAL ARBITRATION RATHER THAN IN COURT, AND IT WAIVES YOUR RIGHT TO A JURY TRIAL AND TO PARTICIPATE IN CLASS OR REPRESENTATIVE ACTIONS.

1. Background

This Agreement governs the dispute-resolution relationship between the Parties. The relationship between the Parties is described as follows: [DESCRIBE THE BUSINESS OR LEGAL RELATIONSHIP].

2. Agreement to Arbitrate; Federal Arbitration Act

The Parties agree that this Agreement evidences a transaction involving interstate commerce and is governed by the **Federal Arbitration Act**, 9 U.S.C. §§ 1–16 (the "FAA"). The Parties **agree to resolve any and all Disputes (as defined below) by binding individual arbitration** administered as set forth herein, and not in court, except as expressly provided in Section 6.

3. Definition of "Dispute"

"Dispute" means any claim, controversy, or dispute between the Parties, whether based in contract, tort, statute, fraud, misrepresentation, consumer-protection law, or any other legal theory, that arises out of or relates in any way to: (a) this Agreement; (b) the Underlying Agreement; (c) the Company's products, services, advertising, or marketing; (d) any account, transaction, communication, or interaction between the Parties; or (e) the relationship resulting from any of the foregoing, **whether arising before, on, or after the Effective Date.**

4. Delegation — Arbitrator Decides Arbitrability

The Parties agree that **the arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, scope, or formation of this Agreement**, including any claim that all or any part of this Agreement is void or voidable. Only a court of competent jurisdiction — not the arbitrator — may determine the enforceability of the class-action and representative-action waiver in Section 7.

5. Administrator and Rules

The arbitration shall be administered by **the American Arbitration Association ("AAA")** under the administrator's then-current consumer arbitration rules in effect on the date the arbitration is commenced (the "Rules"). In the event of any conflict between the Rules and this Agreement, this Agreement shall control to the extent permitted by the Rules.

Arbitrator. The arbitration shall be conducted by a single neutral arbitrator selected in accordance with the Rules.

Seat; Language; Format. The seat and legal place of arbitration shall be ****. The language of the arbitration shall be **English**. The hearing shall be conducted in such format as the arbitrator determines consistent with the Rules.

6. Carve-Outs — Claims NOT Subject to Arbitration

The following claims are **excluded** from this Agreement:

(a) **Small-claims court.** Either Party may bring an individual claim in the small-claims court of a county of proper venue, so long as the claim remains in that court and is prosecuted on an individual (non-class, non-representative) basis. (b) **Intellectual property; equitable relief.** Either Party may seek **provisional injunctive or equitable relief** in a court of competent jurisdiction to prevent actual or threatened infringement, misappropriation, or violation of its copyrights, trademarks, trade secrets, patents, or other intellectual-property rights. (c) **Sexual assault / sexual harassment.** Pursuant to the **Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act of 2021**, 9 U.S.C. §§ 401–402, at the election of a person alleging conduct constituting a sexual-assault dispute or a sexual-harassment dispute, this Agreement is **not valid or enforceable** with respect to such dispute. Nothing in this Agreement limits that election.

7. Class Action and Representative Action Waiver

THE PARTIES MAY BRING CLAIMS AGAINST EACH OTHER ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, CONSOLIDATED, REPRESENTATIVE, OR PRIVATE-ATTORNEY-GENERAL PROCEEDING. Unless the Parties agree in writing, the arbitrator may not consolidate more than one person's claims and may not preside over any form of representative or class proceeding. If this Section 7 is found unenforceable as to any particular claim or remedy, then that claim or remedy (and only that claim or remedy) shall be severed and brought in a court of competent jurisdiction, with the remainder of this Agreement remaining in full force.

8. Waiver of Jury Trial

THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY with respect to any Dispute.

9. Fees and Costs

The Company shall pay all filing, administrative, arbitrator, and hearing fees charged by the administrator, except that the Customer shall pay a filing fee not to exceed the amount the Customer would have paid to file suit in the appropriate court of general jurisdiction. Each Party shall otherwise bear its own attorneys' fees and costs, unless the arbitrator awards fees under applicable statute or contract.

11. Confidentiality

The Parties shall maintain the confidentiality of the arbitration proceedings, including all submissions, evidence, hearings, and the award, except (a) as required by law or court order, (b) to enforce or challenge the award, (c) to attorneys, accountants, tax advisors, and insurers on a need-to-know basis and subject to equivalent confidentiality, and (d) as required for reporting to governmental authorities.

12. Right to Opt Out

The Customer may opt out of this Agreement by sending written notice of opt-out to **[FIRST PARTY S ADDRESS]** within **thirty (30) days** of the Effective Date. The notice must include the Customer's name, mailing address, and a clear statement that the Customer wishes to opt out of arbitration. Opting out does not affect any other provision of the Underlying Agreement or the Customer's use of the Company's products or services.

13. Award; Judgment

The arbitrator shall issue a **reasoned written award** stating the findings of fact and conclusions of law on which it is based. The award shall be final and binding. Judgment on the award may be entered in any court of competent jurisdiction. The arbitrator may award any relief that a court of competent jurisdiction could award, subject to this Agreement.

14. Governing Law; Severability; Survival

This Agreement is governed by the FAA as to arbitrability and by the substantive law of the State of [STATE] (without regard to conflict-of-laws principles) as to the merits. If any provision of this Agreement is held unenforceable, the remainder shall continue in full force. This Agreement survives termination of the Underlying Agreement.

Signatures

Company

PRINTED NAME

SIGNATURE

DATE

Customer

PRINTED NAME

SIGNATURE

DATE