

LIMITATION OF LIABILITY AND DISPUTE RESOLUTION AGREEMENT

Date: [Insert Date]

Between: [Your Company Name] ("Company")

And: [Client/User Name] ("Client")

1. LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, the Company shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from:

- The use or inability to use the services provided;
- Any conduct or content of any third party;
- Unauthorized access, use, or alteration of transmissions or content.

In no event shall the aggregate liability of the Company exceed the total amount paid by the Client to the Company for the services rendered during the [Number] months prior to the claim.

2. DISPUTE RESOLUTION

Any dispute, controversy, or claim arising out of or relating to this agreement, including the formation, interpretation, breach, or termination thereof, shall be settled in the following manner:

A. Informal Negotiation: The parties agree to first attempt to resolve any dispute informally for a period of at least [30] days before initiating arbitration or court proceedings.

B. Binding Arbitration: If the dispute is not resolved through negotiation, it shall be settled by binding arbitration in accordance with the rules of [Insert Arbitration Association, e.g., AAA or JAMS]. The seat of arbitration shall be [City, State/Country]. The language of the arbitration shall be English.

C. Governing Law: This agreement shall be governed by and construed in accordance with the laws of [Insert Jurisdiction/State/Country], without regard to its conflict of law principles.

3. CLASS ACTION WAIVER

The parties agree that any proceedings to resolve or litigate any dispute will be conducted solely on an individual basis. Neither the Client nor the Company will seek to have any dispute heard as a class action or in any other proceeding in which either party acts or proposes to act in a representative capacity.

Client Signature: _____

Print Name: [Insert Name]

Date: _____

Company Representative Signature: _____

Title: [Insert Title]

Date: _____