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Disputes

If you have a dispute with All Ways Inspired™, and you are unable to resolve the dispute informally, you and All Ways Inspired™ agree that upon demand by either you or All Ways Inspired™, the dispute will be resolved through binding arbitration. As the sole exception to arbitration, you and All Ways Inspired™ each retain the right to pursue in small claims court any dispute that is within that court's jurisdiction. A "dispute" is any unresolved disagreement between you and All Ways Inspired™, regardless of when the claim arose, and includes claims based on contracts, torts, statutes, regulations, common law, and equitable claims. All statutes of limitation applicable to any dispute shall apply in any arbitration between you and HEALSummit.com.

You and All Ways Inspired™ agree that you are each waiving the right to a jury trial or a trial before a judge in a court. You and All Ways Inspired™ agree that each may bring claims against the other only in an individual capacity, and that neither you nor All Ways Inspired™ shall be entitled to join or consolidate claims by or against others in any arbitration, or to include in any arbitration any dispute as a representative or member of a class, or on behalf of the general public, or as a private attorney general. If this limitation is found to be unenforceable, it shall not be severable, and this entire arbitration provision shall be unenforceable. You and All Ways Inspired™ agree that the arbitrator may award injunctive relief only in favor of the party seeking relief, and only to the extent necessary to provide relief warranted by that party's individual claim. In the event of any inconsistency between this arbitration provision and any provision contained in any other applicable terms of use, license agreement, disclaimer, or privacy policy relating to All Ways Inspired™ or the material on the website, this arbitration provision shall be controlling.

Each arbitration, including the selection of the arbitrator, will be administered by the Canadian Arbitration Association (the "CAA") according to its Arbitration Rules. The CAA Rules are available online at www.canadianarbitrationassociation.ca, or by calling the CAA at 1-800-856-5154. In the event of any inconsistency between the CAA Rules and this arbitration provision, this arbitration provision shall be controlling. Either party may demand arbitration of a dispute at any time, regardless of whether a lawsuit or other proceeding has previously been commenced. Either party may demand arbitration by completing the form for Consumer-Related Disputes provided for that purpose, and following the instructions on the form. The form is available on the CAA's website, www.canadianarbitrationassociation.ca, or by calling CAA Case Filing Services at 1-800-856-5154. You should attach a copy of this arbitration provision, which will remain available online. If you demand arbitration, you must send a copy of the form or other demand, by Canadian Certified Mail, addressed to: All Ways Inspired™, Attention: Legal Department, 652 Queensland Drive SE, Calgary, AB, Canada, T2J 4G7. If All Ways Inspired™ demands arbitration, you will be sent a copy of the form or other demand, by Canadian Certified Mail, at the most current postal address that All Ways Inspired™ has for you in its records. If your claim is for less than \$10,000, All Ways Inspired™ will pay all of the CAA's administrative fees and the arbitrator's fees, including the initial filing fee. If your claim is for more than \$10,000, and applicable law limits the amount of arbitration fees payable by you, All Ways Inspired™ will pay all of the CAA's administrative fees and the arbitrator's fees in excess of this limitation. Except as otherwise provided by applicable law, each party will remain solely responsible for their own attorneys' fees and expenses incurred in connection with the arbitration.

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