
MEDIATION

At Private Loan Academy (“Company”, “Seller”), we are committed to ensuring that disputes are handled in a fair, efficient, and transparent manner. This Dispute Resolution Policy is designed to provide both parties with a clear, structured process that is faster, more cost-effective, and more convenient than traditional litigation.

The goal of this policy is to ensure that disputes are resolved in a way that is fair to both the Customer (“Buyer”, “User”) and the Company, while also providing a structured framework that protects against unnecessary legal battles, misunderstandings, or prolonged disputes.

This Dispute Resolution Policy consists of three key components:

Internal Mediation – A fast and easy way to resolve issues before escalation.

Binding Arbitration – A streamlined, final resolution process that eliminates the delays and excessive costs of litigation.

Confidentiality, Risk Disclosure & Limitation of Liability – Key terms that protect both parties and ensure clarity on responsibilities and expectations.

1. WHY THIS POLICY BENEFITS YOU

Many customers worry about what happens if they have an issue or disagreement with a business. Our dispute resolution process is designed to be better, faster, and fairer than going to court.

You Get Answers Quickly – Most disputes are resolved within 14 days, compared to months or even years in a lawsuit.

You Save Money – Arbitration is significantly cheaper than hiring a lawyer and dealing with court fees.

You Avoid the Stress of Litigation – Everything is handled online, so you never have to go to court or deal with unnecessary paperwork.

Both Parties Are Protected – The process is designed to ensure that both you and the Company are treated fairly.

2. INTERNAL MEDIATION: THE FIRST STEP

Before escalating a dispute, we encourage customers to use our Internal Mediation Process. This is a simple, fast, and free way to resolve most concerns without the need for arbitration.

2.1. How Internal Mediation Works

Submit a Mediation Request: If you have a dispute, email info@privateloanacademy.com or visit privateloanacademy.com/mediate and provide details about the issue.

We Will Contact You Quickly: We will schedule a conversation via phone, WhatsApp, or Zoom based on your preference.

Resolution & Follow-Up: If we cannot resolve the issue in the first session, a follow-up meeting will be scheduled within a few days.

2.2. Why Mediation First?

It's Faster: Mediation typically resolves most issues in a single conversation.

It's Free: There are no costs associated with mediation.

It's Fair: Both parties must agree on a resolution for it to be final.

3. DISPUTE RESOLUTION & ARBITRATION

This agreement includes a binding arbitration clause that governs how disputes are resolved. If mediation does not resolve the dispute, then any and all disputes, claims, or controversies arising out of or relating to this agreement—including but not limited to its breach, enforcement, interpretation, or termination—shall be resolved solely through final and binding arbitration, except as otherwise expressly allowed below. The parties agree that arbitration will be conducted entirely online and based solely on written submissions, with no in-person appearances or live hearings unless mutually agreed or specifically required by the arbitration provider.

Arbitration shall be administered by a neutral third-party arbitration provider, in the following order of preference: first by net-ARB at www.net-arb.com; if net-ARB is unavailable or declines to administer the matter, then by Arbitration Resolution Services (ARS) at www.arbresolutions.com; if ARS is unavailable, then by RapidRuling at www.rapidruling.com; if RapidRuling is not available, then by Brief (operated by Ejudicate) at www.ejudicate.com; and if none of the above providers are available or willing to handle the dispute, then by the American Arbitration Association (AAA) under its applicable consumer or commercial rules, at www.adr.org. If all of the listed arbitration providers are unavailable or unwilling to accept the dispute, then and only then may the matter be filed in a small claims court or other court of competent jurisdiction located in the State of Colorado, and in any such court proceeding, both parties knowingly and voluntarily waive any right to a trial by jury and agree that, where permitted by the court, the dispute shall be resolved by written submission only, without live testimony or in-person hearings.

The parties consent to personal jurisdiction and exclusive venue in Colorado. All arbitration proceedings and any court proceedings must be conducted on an individual basis only, and no party may participate in a class action, mass arbitration, collective arbitration, or representative action of any kind. The arbitrator shall have exclusive authority to resolve all issues related to the interpretation, applicability, enforceability, and scope of this arbitration clause, including the question of arbitrability itself, and shall not be permitted to award punitive or exemplary damages against Seller under any circumstances.

The costs of arbitration, including any filing fees, administrative fees, arbitrator compensation, and related costs, shall be shared equally by both parties unless otherwise required by the provider's rules; however, Seller may, at its sole discretion, pay Buyer's share of arbitration fees in order to allow the case to proceed, and if Seller prevails in arbitration, Buyer agrees to reimburse Seller for all arbitration-related fees and costs, including reasonable attorneys' fees, case filing costs, administrative fees, and any other expenses incurred by Seller in connection with the arbitration or enforcement of this clause.

This arbitration agreement is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1–16, and to the extent state law applies, it shall be the laws of the State of Colorado without regard to its conflict of laws principles. The arbitrator's final decision shall be binding and enforceable in any court with jurisdiction. If Buyer files a lawsuit or other proceeding in violation of this clause, Buyer agrees to reimburse Seller for all reasonable attorneys' fees, arbitration fees, court costs, and any other expenses Seller incurs in enforcing this clause or obtaining dismissal of such unauthorized action. This clause shall survive the completion of any transaction and any termination or expiration of this agreement.

4. CONFIDENTIALITY, RISK DISCLOSURE & LIMITATION OF LIABILITY

Customers must understand their responsibilities and the risks associated with purchasing a corporate entity. The full terms of this are outlined below:

Buyer agrees not to disclose the purchase price, terms of this transaction, or any related details to any third party without Seller's prior written consent. Buyer acknowledges that purchasing a corporate entity is a business investment with no guaranteed success and that Buyer is not using life savings, emergency funds, or money critical for survival for this purchase. Buyer further acknowledges that Seller does not provide any credit repair services, credit advice, or assistance in modifying credit history. Seller does not engage in or offer any services related to credit restoration, removal of negative items from credit reports, or improving credit scores in any way. Buyer further acknowledges that Seller does not guarantee any specific outcomes, approvals, or financial benefits resulting from the

use of the purchased entity. Under no circumstances shall Seller's liability exceed the total amount actually paid by Buyer for the corporate entity. If Seller is found liable for any reason, compensation shall be issued in the form of store credit by default, valid for six (6) months and expiring if unused, unless otherwise required by arbitration, court ruling, or applicable law.

5. FINAL THOUGHTS: WHY THIS POLICY PROTECTS YOU

This Dispute Resolution Policy was created to ensure a structured, transparent, and fair process for resolving any concerns. It eliminates the unpredictability, high costs, and lengthy delays of traditional litigation, providing both parties with a reliable process to resolve disputes quickly and professionally. By engaging in our services, you acknowledge and agree to this Dispute Resolution Policy. Our goal is to ensure that all concerns are resolved efficiently, fairly, and professionally.

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