



TEMPLATE LANGUAGE FOR TERMS OF SERVICE AND OTHER STANDARD CONTRACTS

Below is template language for your Terms of Service, Master Services Agreements, Consulting Agreements, and other legal contracts, designed to streamline dispute resolution. These options promote efficient, informal resolution through virtual mediation using [Dyspute.ai](https://dyspute.ai) (with optional demand letter exchange), aiming to reduce costly legal proceedings.

Instructions

Place the below language **before** any existing language in your contract stating whether claims should be brought in court or in arbitration. Remember to customize all bracketed fields and to align the language below with any defined terms already in your contract.

Option 1: Mediation Only

Dispute Resolution. Before **[filing an arbitration/initiating legal action]**, **[you/other party's name]** and **[Company]** agree to try in good faith to resolve any dispute (the "Dispute") informally through a virtual mediation proceeding (the "Mediation") conducted via the Dyspute.ai platform. The party bringing the Dispute will initiate the Mediation. **[You/Other party's name]** and **[Company]** each will personally participate in the Mediation, which must be conducted on an individual basis and not involve parties other than **[you/other party's name]** and **[Company]**. Regardless of who initiates the Mediation, **[Company will cover the costs/the parties will split the costs]** of using Dyspute.ai for the Mediation. Each party may be represented by counsel of their choosing and will bear their own costs associated with such representation.

For any claims related to the Dispute that are sought to be resolved through Mediation, any statute of limitations will be tolled until the later of (i) sixty (60) days, or (ii) after the Mediation is completed (the "Informal Dispute Resolution Period").

[An arbitration or Legal action] cannot be filed until the Informal Dispute Resolution Period has ended, and a court can enjoin the filing or prosecution of an arbitration in breach of this section.

Option 2: Demand Letters & Mediation

Dispute Resolution. Before **[filing an arbitration/initiating legal action]**, **[you/other party's name]** and **[Company]** agree to try in good faith to resolve any dispute (the "Dispute") informally. To start this informal dispute resolution process, the party bringing the Dispute must send a written demand letter (the "Notice of Dispute") to the other party through the Dyspute.ai platform. The Notice of Dispute must include: (1) the sending party's name, email address, and account number (if applicable), (2) a description of the dispute, and (3) the desired outcome or proposed



resolution. Once a Notice of Dispute has been received, the recipient will have thirty (30) days to investigate and respond to the Notice of Dispute (the “Investigation Period”).

In the event that the parties are unable or unwilling to resolve their Dispute during the Investigation Period, the parties agree that they will then participate in a virtual mediation proceeding (the “Mediation”) conducted via the Dyspute.ai platform. The party bringing the dispute will initiate the Mediation. The Mediation must occur within thirty (30) days of the conclusion of the Investigation Period. [You/Other party's name] and [Company] each will personally participate in the Mediation, which must be conducted on an individual basis and not involve parties other than [you/other party's name] and [Company]. Regardless of who initiates the Mediation, [Company will cover the costs/the parties will split the costs] of using Dyspute.ai for the Mediation. Each party may be represented by counsel of their choosing and will bear their own costs associated with such representation.

For the claims in the Notice of Dispute, any statute of limitations will be tolled from the date the Notice of Dispute is received until the later of (i) sixty (60) days, or (ii) after the Mediation is completed (the “Informal Dispute Resolution Period”).

[An arbitration or Legal action] cannot be filed until the Informal Dispute Resolution Period has ended, and a court can enjoin the filing or prosecution of an arbitration in breach of this Section.