



DISPUTE RESOLUTION AGREEMENT

1. AGREEMENT TO ARBITRATE

By using and participating in the It Ain't Over Community, you agree that any and all disputes, claims, or controversies arising out of or relating to our Terms of Service, the breach thereof, or any use of the Community ("Disputes") shall be resolved through binding arbitration on an individual basis in accordance with this Dispute Resolution Agreement. This includes claims that arose before you accepted these Terms of Service.

2. NOTICE OF DISPUTE

Before initiating arbitration, you agree to first notify us of any Dispute by sending a written notice to It Ain't Over Ministries at admin@itaintover.net. The notice must (a) describe the nature and basis of the claim or dispute and (b) set forth the specific relief sought. We agree to use good faith efforts to resolve the claim directly, but if we do not reach an agreement within 60 days after the notice is received, you or we may commence arbitration.

3. ARBITRATION PROCEDURES

a. Rules and Forum

The arbitration will be administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules, as modified by this Dispute Resolution Agreement. The AAA's rules are available at www.adr.org or by calling 1-800-778-7879.

b. Arbitrator Selection

A single arbitrator will be selected in accordance with the AAA Consumer Arbitration Rules. The arbitrator must:

- Be a licensed attorney with experience in the law relevant to the Dispute
- Be neutral and independent of both parties
- Have no prior relationship with either party

c. Location

Unless you and we agree otherwise, any arbitration hearings will take place in the county of our residence. If your claim is for \$10,000 or less, you may choose whether the arbitration will be conducted:



- Solely on the basis of documents submitted to the arbitrator
- Through a non-appearance-based telephone, video (Zoom) hearing
- Through an in-person hearing

4. SCOPE OF ARBITRATOR'S AUTHORITY

The arbitrator shall have the exclusive authority to:

- Determine the scope and enforceability of this Dispute Resolution Agreement
- Resolve any dispute related to the interpretation, applicability, or enforceability of this Agreement
- Decide the rights and liabilities, if any, of you and It Ain't Over Ministries
- Grant any relief that would be available in court under the applicable law

5. CLASS ACTION WAIVER

YOU AND IT AIN'T OVER MINISTRIES, AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED:

- Class action
- Collective action
- Private attorney general action
- Other representative proceeding

The arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.

6. COSTS OF ARBITRATION

a. Filing Fees

If you initiate arbitration, It Ain't Over Ministries will not reimburse you for any filing fee you pay to the AAA. Your initiation of any arbitration to, toward, or against the It Ain't Over Community, or It Ain't Over Ministries is the sole responsibility of yourself.



b. Hearing Fees

It Ain't Over Community, and/or It Ain't Over Ministries will not pay any fees for the arbitrator's services and the fees and costs of the arbitration proceeding.

c. Attorney's Fees

Each party shall bear its own attorney's fees unless otherwise required by law.

7. OPT-OUT RIGHT

You may opt out of this Dispute Resolution Agreement by sending written notice to It Ain't Over Ministries at admin@itaintover.net within 30 days of first accepting these Terms of Service. The opt-out notice must include:

- Your name
- Address
- Phone number
- Clear statement that you wish to opt out of this Dispute Resolution Agreement

8. SMALL CLAIMS COURT OPTION

In accords with the foregoing, neither party may bring an individual action in small claims court for disputes or claims for any reason whatsoever at any time.

9. CHANGES TO THIS AGREEMENT

Notwithstanding any provision in the Terms of Service to the contrary, we agree that if the It Ain't Over Community or It Ain't Over Ministries makes any future change to this Dispute Resolution Agreement (except for changes to the notice address), you may reject any such change by sending us written notice within 30 days of the change to admin@itaintover.net. By rejecting any future change, you agree that you will arbitrate any dispute between us in accordance with the language of this Agreement.

10. SURVIVAL

This Dispute Resolution Agreement shall survive the termination of your relationship with the It Ain't Over Community.



11. SEVERABILITY

If any portion of this Dispute Resolution Agreement is found to be unenforceable or unlawful, such portion shall be severed from these terms with the remainder continuing to be in full force and effect.

12. GOVERNING LAW

The Federal Arbitration Act shall govern the interpretation and enforcement of this Dispute Resolution Agreement.

By using and participating in the It Ain't Over Community, you acknowledge that you have read and understood this Dispute Resolution Agreement and agree to be bound by its terms.