**COMPLAINANT INFORMATION**

**Individual Name:** First and Last

**Business Name (if applicable):** Full Legal Entity Name

**Mailing address:** Number, Street, City, State, Zip

**Phone:** Mobile or Direct

**Email:** One that you check often

This Arbitration Agreement (the “Agreement”) is made by and between Xcentric Ventures LLC, an Arizona limited liability company (“Xcentric”), and the signatory hereto (“Complainant”) as of the date set forth below.

**RECITALS**

1. Xcentric operates an internet website with the web address [www.ripoffreport.com](http://www.ripoffreport.com) (“Ripoff Report”) on which one or more third party (“Author”) has posted information regarding the goods and services provided by Complainant;
2. Ripoff Report offers an arbitration service, the VIP Arbitration Program (the “VIP Arbitration Program”), which facilitates the review and determination by an independent third- party arbitrator regarding the overall truth or falsity of Reports, and related Comments if challenged, posted on Ripoff Report;
3. Complainant believes that a certain Report (and related Comments, if any) posted by Author(s) on Ripoff Report contains information that is false;
4. Complainant desires to participate voluntarily in the VIP Arbitration Program;
5. **Complainant acknowledges that the VIP Arbitration Program does not include removal of the Report (and related Comments, if any) in the entirety from Ripoff Report but the Report may, per the VIP Arbitration Rules, be eligible for de-indexing.**

**AGREEMENT**

**THEREFORE,** the Parties agree**:**

1. **Incorporation of Recitals**. The above recitals are part of this Agreement.
2. **Definitions**. For purposes of this Agreement, the following definitions apply:
	1. **“Administrator”** means an agent of Ripoff Report assigned by Ripoff Report to administer the VIP Arbitration Program. The Administrator serves as the central contact point for everyone involved in the Arbitration.
	2. **“Arbitrator”** means the individual chosen by Ripoff Report to read the submissions and related Evidence and render an Arbitrator Decision. The Arbitrator will be neutral and independent. Ripoff Report will assign cases to Arbitrators in Ripoff Report’s pool of professional Arbitrators.
	3. **“Arbitrator Decision”** means the written Decision prepared by the Arbitrator, which will identify the Report, and any additional Comment(s) thereto, challenged by the Complainant and will state whether the Arbitrator has determined the Report and any related Comment(s) thereto, considered together as a whole when included, to be substantially true, or substantially false. If requested by the Complainant, the Arbitrator Decision may also make a finding regarding whether the Report accurately reflected the Author’s relationship to the Complainant.
	4. **“Arbitration Statement”** means the initial Statement prepared by the Complainant on the form provided by Ripoff Report.
	5. **“Author”** means the individual who submitted the Report and/or related Comment(s) to Ripoff Report.
	6. **“Author Response”** means the response statement prepared by the Author on the form provided by Ripoff Report.
	7. **“Comment”** means any subsequent comment, regardless of how it is named (e.g., Rebuttal, Update, Consumer Suggestion, or a Consumer Comment), that is associated with a specific Report.
	8. **“Complainant”** means the individual or company, domiciled in the United States for the purposes of jurisdiction or otherwise in North America and exclusively attorns jurisdiction to the laws of United States, that is the subject of a Report and any related Comment(s) and who seeks an Arbitrator’s Decision regarding the truth or falsity of the Report and any related Comment(s).
	9. **“De-Indexing”** means coding the Report in such a way that it *may* remove the Report search result directly from the index and cache of search engine search results. Results cannot be guaranteed.
	10. **“Document”** means a photograph or an authentic document that existed prior to the Report and that was not created for the purpose of Arbitration that is submitted by a party in support of its Arbitration Statement or Author Response.
	11. **“Evidence”** means the Document(s) or Witness Statement(s) that may be submitted in connection with the Arbitration Statement.
	12. **“Parties”** means the Complainant, Author(s), and/or legal representation on any of their behalf.
	13. **“Report”** means the specific posting on Ripoff Report, characterized by having a specific number (e.g., Report #123456) that the Complainant identifies as the posting that contains false statements of fact and other content that may be perceived as a violation of Ripoff Report’s Terms of Service, about the Complainant. “Report” includes the title of the posting. A Report is limited to one posting by one Author. A Report may include two or more posting by the same Author only if (1) the content of the posting is identical; or (2) one of the postings is the initial Report Filed by the Author and the other posting is a Update Comment to that initial Report filed by the same Author.
	14. **“Title”** means the portion of a Ripoff Report posting that appears in red font above the body of the posting.
	15. **“VIP Arbitration Rules”** means the procedural rules promulgated by Xcentric which will be posted on Ripoff Report’s website ([www.ripoffreport.com](http://www.ripoffreport.com)) and which are subject to change by Xcentric.
	16. **“Witness Statement”** means a statement based on personal knowledge, sworn under penalty of perjury, which must conform to the Witness Statement form provided by the Administrator and cannot exceed three (3) pages in length.
3. **Consideration**. The Complainant will pay Xcentric a non-refundable fee for the amount to be determined by the number of challenged Reports and related Comments (the “Arbitration Fee”) to cover Xcentric’s time and costs of administering the arbitration process and the Arbitrator’s fee.
4. **Complainant’s Representations and Warranties.** Complainant represents and warrants to Xcentric that:
	1. It has all necessary corporate or other legal authority, authorizations, approvals and consents required for the execution and delivery of this Agreement and that the signatory hereto has full right, power and authority to enter into this Agreement.
	2. It is not entering into this Agreement for any illegitimate or illegal purpose or to harass Author.
	3. The statements, declarations, documents, exhibits and other materials submitted by the Complainant in connection with the VIP Arbitration Program will be truthful to the best of the Complainant’s knowledge.
	4. It has been advised to consult with an attorney prior to signing this Agreement and has done so to the extent it deemed desirable.
	5. It fully understands and accepts that the Arbitrator may determine the statements to be substantially true and that if the Arbitrator determines the statements to be substantially true, there will be no updates or changes to the Report.
5. **Xcentric’s Representations and Warranties.** Xcentric represents and warrants to the Complainant that:
	1. It has all necessary corporate authority, authorizations, approvals and consents required for the execution and delivery of this Agreement and that the signatory hereto has full right, power and authority to enter into this Agreement.
	2. It is independent of both Complainant and Author and has no influence over the outcome of the arbitration.
	3. The arbitrators serving on the panel for the VIP Arbitration Program are independent contractors selected by Xcentric for their experience with business disputes and are otherwise fully neutral and fully independent of Xcentric.
6. **Arbitration Procedure**
	1. Upon receipt of the Arbitration Agreement, Fee in good funds, and the Arbitration Statement, the Administrator will review the Arbitration Statement for compliance with the VIP Arbitration Rules. If the Arbitration Statement is not in compliance, the Administrator will notify the Complainant of the deficiency. The Complainant will have five (5) business days from date of the notification to correct the deficiency.
	2. Within three (3) business days of receipt from Complainant the Arbitration Agreement, Fee in good funds and the Arbitration Statement that complies with the VIP Arbitration Rules, the Administrator will send to Author(s), by email, a copy of the Arbitration Statement together with (i) an invitation to arbitrate the dispute (the “Invitation to Arbitrate”) and (ii) a form to be used to respond to the Arbitration Statement (the “Author Response Form”). The Administrator’s record of the email to the email contact provided by the Author(s) to the Ripoff Report will be considered proof that the Author(s) received the Invitation to Arbitrate. If the e-mail address that an Author provided to Ripoff Report does not work when the Administrator sends the e-mail, the Author will be deemed to have waived his/her right to participate in the Arbitration.
	3. The Author will have twenty (20) calendar days to submit its completed Author Response Form.
	4. Within five (5) business days of the receipt of the Author’s Response, or the deadline for the Author’s Response, the Administrator will appoint an Arbitrator from its panel of arbitrators and notify the Complainant and the Author(s) of the appointment.
	5. Within three (3) business days of the receipt of the Author’s Response(s), the Administrator will forward the same, together with any supporting Evidence to the Complainant so that Complainant may submit a reply in the form of a Concluding Statement.
	6. Within three (3) business days of the receipt of the Concluding Statement by the Complainant, or the deadline for the Concluding Statement, the Administrator will submit the Arbitration Statement, the Author Response, and the Concluding Statement (collectively the “Submissions”) along with any supporting Evidence to the Arbitrator.
	7. In the absence of extenuating circumstances, the Arbitrator will render the Arbitrator Decision within fourteen (14)calendar days of receipt of the Submissions.
	8. In the event that the Arbitrator determines that the Report is substantially true, there will be no updates or changes to the website related to the Arbitrator’s Decision.
	9. In the event that the Arbitrator determines that the Report and any related Comment(s), considered together as a whole when included, is substantially true, with the exception of any statements that are recommended to be redacted pursuant to VIP Arbitration Rule 26(a)(i), there will be no updates or changes to the website related to the Arbitrator’s Decision. In the event that the Arbitrator determines that the Report and any related Comment(s) taken as a whole when included, is substantially false, then within five (5) business days of receipt of the decision from the Arbitrator, the Administrator will request the updates be made in accordance to the VIP Arbitration Rules.
	10. Any Report, and any related Comment(s) thereto, considered togethers as a whole when included, that is found to be substantially false by the Arbitrator, is eligible for De-indexing.
		1. If Complainant subsequently elects to have the subject Report De-indexed, and pays the related fee for the same, the Report shall be updated to include the appropriate code which *may* have the effect of removing the Report result from search engines.

1. **Affirmative Covenants of Complainant**
	1. Complainant acknowledges and agrees that the Arbitration Fee is earned by Xcentric immediately upon its tender by Complainant and is not refundable, either in whole or in part.
	2. Complainant will participate in the Program in good faith.
	3. The Author may have posted the Report anonymously and will not be required to disclose his identity or any information that, in the sole determination of the Arbitrator, would infringe the Author’s privacy (e.g., IP address, home address, etc.).
	4. Formal legal Rules of Evidence do not apply to the arbitration, such that (i) the Arbitrator need not exclude or include any Evidence submitted by either Complainant or Author; (ii) a rebuttable presumption exists that the Report is true; (iii) Complainant bears the burden of proof to show that statements in the Report are false; and (iv) the Arbitrator’s Decision is determined by a preponderance of the evidence.
	5. Complainant will truthfully and fully disclose in the Arbitration Statement and Concluding Statement all material information related to the disputed statements in the Report.
	6. None of the Submissions or the Evidence is in any manner proprietary, private, confidential or privileged and may, at the discretion of the Arbitrator, be reproduced in the Arbitrator Decision which is available upon request.
	7. Complainant will make no attempt to directly contact the Arbitrator or take any action to improperly influence the Arbitrator. All communications with the Arbitrator are to go through the Administrator. The Complainant will not call the Arbitrator as a witness in any future proceeding.
	8. All Arbitrator Decisions will be final and non-appealable on any grounds to any tribunal.
	9. Issues that may arise in the VIP Arbitration Program that are not addressed by this Agreement shall be determined by, and in the sole discretion of, the Arbitrator or the Administrator.
	10. Complainant will not challenge the validity or enforceability of this Agreement on any basis, including without limitation any claim that this Agreement constitutes a contract of adhesion or violates any consumer protection or similar laws.
2. **Miscellaneous**
	1. **Mutual Covenant Regarding Arbitrator.** Complainant and Xcentric mutually covenant and agree that the Arbitrator shall have full immunity from civil liability to the same extent applicable to a judicial officer in a court of law for all acts and omissions taken when acting in the capacity of “arbitrator” under this Agreement.
	2. **Limitation on Liability.** Xcentric will not be responsible for any indirect, consequential, exemplary, special, incidental or punitive damages even if Xcentric has been advised of the possibility of such damages. Xcentric’s liability is limited to the amounts paid to Xcentric under this Agreement. Complainant waives all other damages of every kind or nature.
	3. **Breach by Complainant.** Complainant agrees that failure of any representation or warranty of Complainant or the failure of Complainant to perform any of the covenants or conditions of this Agreement relieves Xcentric and the Arbitrator of all obligations under this Agreement and permits Xcentric to terminate the arbitration and retain in full the Arbitration Fee.
	4. **Release of Xcentric.** In consideration of Xcentric’s entering into this Agreement, Complainant, for itself and its successors, assigns, owners, shareholders, members, Administrators, officers, employees, managers, partners, agents, servants, representatives, parent companies, subsidiaries, affiliates, attorneys, brokers, and/or other related persons or entities, does hereby release and discharge Xcentric and its successors, assigns, owners, shareholders, members, Administrators, officers, employees, managers, partners, agents, servants, representatives, parent companies, subsidiaries, affiliates, attorneys, brokers, and/or other related persons or entities, including the Arbitrator, from any and all obligations (other than those specific to this Agreement), claims, causes of action, demands, suits, costs, controversies, attorneys’ fees, damages, indemnities and injuries of every kind and nature, in law, equity, or otherwise, relating to or otherwise arising out of the VIP Arbitration Program, the Report and any related Comments thereto, the Submissions, the Arbitrator Decision or any portion of the arbitration proceeding, whether known or unknown, contingent or non-contingent, accrued or not accrued, whether now existing or hereafter arising for all time.
	5. **Right of Refusal.** Xcentric reserves the right, at any time, to refuse to submit any dispute to or dismiss any dispute from, the Program for no reason or any reason, including use of language or submission of documentary evidence deemed inappropriate, vulgar or distasteful in Xcentric’s sole and absolute discretion.
	6. **Arbitration Rules.** There will be no extensions or continuances of timelines or specified deadlines. Only the Submissions and Evidence shall be submitted to the Arbitrator. This arbitration proceeding is governed by the VIP Arbitration Rules. It is neither subject to any rules of civil procedure or rules of evidence nor governed by the guidelines of any formal arbitration association.
	7. **Third Party Beneficiary.** The Arbitrator and Author(s) of the Report are intended beneficiaries of this Agreement.
	8. **Binding Effect.** Each party enters into this Agreement on its own initiative and of its own accord, freely, voluntarily and without pressure or coercion and that this Agreement is a valid, legal and binding contract.
	9. **Non-Assignment.** No party will have the right or power to assign any of its rights or obligations, and any attempted assignment, at the option of the non-assigning party, will be void.
	10. **Partial Invalidity.** If any provision of this Agreement is determined to be unenforceable, either generally or as applied to any person or circumstance, the remaining provisions of this Agreement, and the particular provision as applied to all persons and in all other circumstances, will remain valid and enforceable to the fullest extent permitted by law.
	11. **No Modification.** This Agreement may not be modified without the express written consent of Xcentric.
	12. **Construction of Agreement.** The rule of construction that an ambiguous document is to be construed against its drafter shall not apply to this Agreement. All of the provisions of this Agreement shall be construed in accordance with their plain meaning and without partiality to any party. Headings are for convenience only and shall not be used to interpret or construe the Agreement’s provisions.
	13. **Electronic Signatures.** The signature of a party on an electronically transmitted document shall be considered, for all purposes, an original signature, and the delivery of a document by electronic transmission will have the same effect as delivery of the original document. Execution by electronic signature is valid and enforceable as if signed by hand.
	14. **Arbitration of Claims.** Pursuant to A.R.S. §§ 12-133(D) and 12-1501, any and all claims arising from or relating to the performance, alleged breach, termination, interpretation, operation or validity of this Agreement shall be subject to binding arbitration.  Arbitration of claims pursuant to this section shall take place in Phoenix, Arizona before the American Arbitration Association in accordance with its Commercial Arbitration Rules, or before any other mutually agreed arbitrator or arbitral entity.  The costs of arbitration, including the arbitrator’s fees, shall initially be paid equally by both parties, subject to reallocation by the arbitrator’s final award.  The party prevailing in arbitration shall be entitled to its reasonable attorney’s fees and costs as part of the award.  Judgment on the arbitration award may be entered in any court in any legal or judicial jurisdiction thereof pursuant to A.R.S. § 12-1511.
	15. **Choice of Law; Venue; Waiver of Jury Trial.**This Agreement shall be exclusively governed by and construed in accordance with, and Complainant exclusively and irrevocably attorns to, and agrees to apply, the laws of the State of Arizona and the federal laws which may be applicable herein, to the exclusion of all other laws in any jurisdiction or country.  Complainant understands and agrees: (i) Should any event arise wherein the Arbitration of Claims clause is rendered invalid or is otherwise found to not be applicable or available, the Parties agree that that any action or other legal proceeding relating to this Agreement shall be brought exclusively in any court of competent jurisdiction located in Maricopa County, State of Arizona, and for that purpose Complainant now irrevocably and unconditionally agrees and submit to the jurisdiction of such Arizona court; (ii) that Complainant irrevocably waives any right to, and will not, oppose any such Arizona court action or proceeding on any jurisdictional basis, including *forum non conveniens;* (iii) Complainant will not take the position that another state or country is the appropriate forum for such proceeding, and will not initiate, commence, or continue such proceedings in another state or country; (iv) Complainant will not oppose the enforcement against you in any other jurisdiction of any judgment or order duly obtained from an Arizona court as contemplated by this section; and (v) Complainant specifically agrees that neither this Agreement nor any performance thereunder in any way constitutes the conducting of business by Xcentric in any location other than Maricopa County, State of Arizona and indeed agrees that Xcentric is not carrying on business in any jurisdiction other than the state of Arizona.  Complainant irrevocably waives any and all rights that you may have to a trial of such proceedings by way of a jury in any judicial proceeding involving any claim in any way relating to this agreement and agrees to waive personal service of process and consents that service of process upon you may be made by Certified or Registered mail, return receipt, or by an internationally recognized bonded courier company at the address provided by you in your enrollment materials.  It is further understood and agreed that service may not be effected upon Xcentric by emails or any other electronic method or means.
	16. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when taken together shall constitute one and the same instrument.
	17. **Entire Agreement.** This Agreement sets forth the entire agreement between the parties and is subject to no promise, warranty or representation not expressly set forth.

**DATED** this       day of Month, Year.

Type "/s/ your name"

Individual Name (first and last) OR Business Representative Name and Title