Suggested Mandatory Mediation Provision:

Any dispute or controversy arising from or relating to [these Terms // this Agreement // the parties’ relationship] shall first be mediated by Gogo Mediation (“Mediator”) before pursuing any other legal or equitable remedy in any other forum whatsoever (the “Mediation”).

Gogo Mediation is a neutral, third-party mediation firm and has no direct ties with any parties involved. If any conflict of interest arises, Gogo Mediation will inform the parties and will allow them the opportunity to select a different mediator within 14 days. All coordination of the mediation, and scheduling, will be conducted directly between the parties and Gogo Mediation. Prior to booking a mediation, each party will have the opportunity to schedule a free phone or video consultation with a mediator at Gogo Mediation.

Any party wishing to initiate the mediation process under this provision must provide written notice of the request to mediate to the other party or parties. The notice must include a brief statement of the claim or dispute. The notice must be sent/delivered in the manner prescribed in this Agreement and must provide a copy to Gogo Mediation via email or mail. If the Agreement is silent as to Notice Methods, then the parties agree to sent notice by certified mail or by email to the address or email address of the recipient party.

Upon receipt of the notice, the receiving party must contact Gogo Mediation and initiate the scheduling of mediation. The mediation shall take place within 60 days of the date the notice was first sent, unless otherwise agreed to by the parties in writing.

Each party will be responsible for their own costs associated with the mediation, including but not limited to fees charged by the Mediator. The parties are not required to retain counsel, but are welcome to do so and invite said attorneys to participate in the mediation at each party’s own expense.

By entering into this Agreement, the parties acknowledge and agree to abide by the terms of this mediation provision.