

BBB ARBITRATION AGREEMENT

During the term of this agreement, the BBB grants the Accredited Business a nonexclusive, nonassignable license to use the BBB name and logos only as prescribed below. The Accredited Business understands that if it is merged, acquired, or consolidated with another company, it must inform the BBB and the new company must re-qualify for BBB accreditation. The Accredited Business agrees that the BBB name and logos may not be otherwise used, copied, reproduced or altered in any manner. The BBB will provide the logos in various sizes to the Accredited Business. The Accredited Business must receive prior permission to use any other size. Nothing in this Agreement, or in the Accredited Business's use of these marks will give the Accredited Business any right whatsoever in them or in ones similar beyond the right granted in this agreement. If the BBB suspends the Accredited Business under the BBB's bylaws, or if online identification authorization is suspended, the Accredited Business agrees to immediately cease using the BBB name and logo in all transient media. The online logo's authentication will be disabled until Accredited Business removes the online logo(s) from the world wide web. A suspended Accredited Business may request review of the suspension under applicable procedures. Unless the suspension is set aside following a review, suspension will become final and this Agreement will be terminated. The Accredited Business agrees to cease immediately using the BBB name and logos in all media and to remove the accreditation plaque and decals from all places where displayed.

1. ACCREDITED BUSINESS IDENTIFICATION PROGRAM (OFFLINE)

The Accredited Business may state "BBB Accredited Business" or display the offline logo depicted on the following page, in the following media: newspapers, periodicals, billboards, posters, direct mail, flyers, yellow pages or other directory advertising, telephone, TV or radio spots, business cards, stationery, invoices, facsimile cover sheets and other business documents.

The Accredited Business agrees to pay an annual fee of **\$25 (plus GST)** to participate in this program. Payment is attached to start this agreement. Future payments will be billed with annual accreditation dues.

To participate in this program, initial here and sign and date the reverse side of this page.

2. BBONLINE RELIABILITY PROGRAM (ONLINE)

To apply for participation in this program, supply the full URL of all sites where the BBBOneLine Reliability logo will be displayed:

Main URL _____ Keywords (up to 250 characters including spaces & commas) _____
Additional _____
URL(s) _____

<u>EMPLOYEES</u>	<u>ANNUAL FEE</u>
1 - 3	\$ 125
4 +	\$ 200

* ABIP fee is included in BBBOneLine fee (plus GST)

Does the physical address match address given on website and other company materials? YES NO

Is advertised merchandise present and shipped from this address? YES NO

Is the advertised product shipped directly from supplier(s)? YES NO
If yes, please list suppliers.

The Accredited Business may choose to display an online logo and identify its BBB Accreditation on the World Wide Web under the conditions set forth below. The Accredited Business must use the logo provided on the following page to allow consumers to verify Accreditation and online participation.

The Accredited Business may display the online logo anywhere on its world wide web site(s). In addition, the Accredited Business may display this logo on other world wide web sites where the Accredited Business advertises, so long as the Accredited Business provides the BBB in writing the entire URL(s) where the Accredited Business will display the logo. If a URL changes, the Accredited Business must inform the BBB in writing of the change. The online logo will be electronically transferred to the Accredited Business for installation. The Accredited Business understands that the logo will be hyperlinked to a BBB Online participation confirmation page and to pertinent information about the Accredited Business (authentication). BBBOneLine Reliability program participants may also display the BBBOneLine Reliability logo in off line catalogues. Any other references to the BBBOneLine program may be made only with the approval of the BBB through which the company participates.

To participate in this program, initial here and sign and date the reverse side of this page.

The Accredited Business agrees to indemnify and hold the BBB and BBB Online harmless against any loss, damage or expense, including reasonable attorney's fees arising out of any misuse of the BBB Trademarks, or of any violation of the terms and conditions of this agreement. The Accredited Business also agrees to indemnify and hold the BBB and BBB Online harmless against any loss, damage, expense, including reasonable attorney's fees, with respect to all third party claims of any kind, including product liability arising in connection with its product(s) or service(s). The Accredited Business agrees that it will not sue for monetary damages on any matter concerning this agreement.

ACCREDITED BUSINESS IDENTIFICATION / BBB ONLINE RELIABILITY PROGRAMS

This PARTICIPANT AGREEMENT is between _____
(ACCREDITED BUSINESS)

and the **BETTER BUSINESS BUREAU® OF CENTRAL AND NORTHERN ALBERTA (BBB)**

By initialing the Program(s) on the reverse side of this page, the Accredited Business agrees to the terms and conditions listed under said Program(s) and the Accredited Business agrees to arbitrate, through BBB binding arbitration, unresolved disputes with its customers in accordance with the terms set forth below. If the Accredited Business uses an approved alternative arbitration provider to resolve disputes, the Accredited Business agrees to give the BBB access to all information necessary to allow the BBB to monitor compliance or good faith compliance with decisions.

The Accredited Business agrees to bear arbitration costs. Customers and businesses pay an equal nominal cost of arbitration of \$50 (plus GST) per party. The costs of inspection and technical witnesses, if necessary, other witnesses, legal fees and a transcript of the recording of the proceedings, if desired, will be borne by the requesting Party.

AGREEMENT TO ARBITRATE

If the complaint is not otherwise resolved through BBB conciliation or mediation, and the customer is agreeable to arbitrate, the Accredited Business agrees to arbitrate disputes involving products and/or services as follows:

- The following remedies may be sought in arbitration: (i) full or partial refund of the cost of the product and/or service involved in the transaction, including GST and other direct incidental costs associated with the sale of the product or service; (ii) completion of promised work or fulfillment of contractual obligations; (iii) repairs or reimbursement for the cost of repairs to fix a defective product; and/or (iv) reimbursement of the arbitration administrative fee.
- The Accredited Business is not obligated to arbitrate claims: (i) for criminal violation, product liability, loss of wages, mental anguish, punitive damages, legal fees, or personal injuries; (ii) where no deficiency or problem is alleged in the product or services involved in the transaction; (iii) that have been resolved by a previous court action, arbitration or written agreement between the parties; or (iv) from other than a customer of the Accredited Business.
- The transaction that is the basis of the complaint must occur during the term of this agreement. The complaint must be filed with the BBB within one year of the transaction or within the warranty period as provided by the Accredited Business's written warranty, whichever is greater.
- The arbitration will be conducted in accordance with the BBB Rules of Arbitration and the Arbitration Act of Alberta.
- The Accredited Business agrees to be bound by the arbitrator's decision.
- The Accredited Business may, at its discretion, agree to arbitrate additional claims.

TERMS OF PROGRAM(S) ACCREDITED BUSINESS AGREEMENT

The term of this agreement shall begin upon acceptance by the BBB and shall continue until terminated in writing by either party upon 30 days written notice. Upon termination of said Agreement, the Accredited Business agrees to immediately cease use of any and/or all BBB logos and/or any written materials that refer to participation in any and/or all programs. In addition to constituting a breach of this Agreement, the Accredited Business's continuing use, after termination of this Agreement, of any and/or all program logos or materials that refer to participation in any and/or all programs shall obligate the Accredited Business to arbitrate disputes in accordance with the above cited Agreement to Arbitrate. Failure of the Accredited Business to adhere to the terms of this agreement may result in the revocation of accreditation by the BBB.



APPROVED OFFLINE LOGO



APPROVED ONLINE LOGO

ACCREDITED BUSINESS IDENTIFICATION PROGRAM / BBB ONLINE RELIABILITY

NAME OF COMPANY REPRESENTATIVE		TITLE
SIGNATURE		DATE