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You agree to give us an opportunity to resolve any disputes or claims relating in any way to the Site, any dealings with our customer service agents, any representations made by us, or these Terms of Use or the Privacy Policy (collectively, “Claims”) by contacting us at legal@wavhello.com. If we are not able to resolve your Claims within 60 days, you may seek relief through arbitration or in small claims court, as set forth below.

Any and all Claims will be resolved by binding arbitration, rather than in court, except you or we may assert Claims on an individual basis in small claims court if they qualify. This includes any Claims you assert against us or our affiliates.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including statutory damages, attorneys’ fees and costs), and must follow and enforce the Agreement as a court would.

Arbitrations will be conducted by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules. The AAA’s Consumer Arbitration Rules are available at www.adr.org or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA’s Consumer Arbitration Rules, except as provided in this section. If your total Claims seek less than $10,000, we will reimburse you for filing fees you pay to the AAA and will pay arbitrator’s fees, unless the arbitrator determines your Claims are frivolous. You may choose to have an arbitration conducted by telephone, based on written submissions, or in person in the state where you live or at another mutually agreed location. Attendance at an in-person hearing may be made by telephone by you and/or us, unless the arbitrator requires otherwise.

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your Claims to General Counsel: Arbitration Claim Manager, c/o Belly Buds, LLC d/b/a WavHello, 5757 Wilshire Blvd., Suite 505, Los Angeles, CA 90036. If we request arbitration against you, we will give you notice at the email address or street address you have provided. A party requesting arbitration must also provide a copy of the request to the AAA, at Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043 or online at www.adr.org or at any AAA office.
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