

Most recently updated September 27, 2022

These Terms of Use and all other legal documents incorporated by reference (collectively, the “Terms”) set forth the legal contract between Dispute Management Services, LLC, the operator of FORUM (collectively, “Provider,” “we,” or “us”) and each end user (“User” or “you” or “your”) with regard to access to and use of our internet or online properties as linked and offered by us, our subsidiaries and affiliated companies, and any documents or application that we provide to you for use or download (all of these collectively, the “Site”). Unless otherwise specified, all references to “Site” also include the use of our online portal platform, supporting materials, proprietary content, and services available through the Site (collectively, all of these and the Site are called the “Service”).

THESE TERMS DEFINE AND AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS. PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE SERVICE. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, OR IF AT ANYTIME, THE TERMS ARE NO LONGER ACCEPTABLE TO YOU, PLEASE STOP USE OF THE SERVICE IMMEDIATELY.

Key Terms of Use Highlights

Please also read the full Terms of Use below

Acceptance

- Each time you access and/or use the Service, you agree to be bound by these Terms that will apply to you, prospectively.

Your Privacy

- We collect certain information to perform the Service and to allow Provider to contact you as part of the services requested or provided. You agree that we can use the information as outlined in our [Privacy Policy](#).

Payments, Subscriptions and Cancellations

- You will honor your payment obligations for Services you request on the Site. For additional or recurring charges applicable to your account or requested Service, you agree that we may store your payment information to process the payments. Provider has the discretion to alter fees of its services at any time. You understand that additional fees may apply to your request. Provider does not guarantee refunds, subject to the terms of the applicable policy rules for the requested Service.

Arbitration of All Disputes; No Class Relief

- ***These Terms contain an arbitration provision, including a waiver of the right to bring a class action that affects your rights.*** For US Residents, any disputes under these Terms will be resolved on an individual basis through binding arbitration, with no class relief.

Our Content, Intellectual Property, Copyrights and Trademarks

- You may not use, copy, reproduce, republish, upload, sale, resale, display, post, transmit, distribute, scrape, reverse engineer, or license any content or intellectual property, copyrights and trademarks on the Service without the Provider's authorization.

Disclaimer of Warranties

- TO THE EXTENT PERMITTED BY LAW, WE DISCLAIM WARRANTIES AND CONDITIONS EXPRESS OR IMPLIED REGARDING THE SITE AND PROVIDE THE SERVICE "AS IS". FURTHER, INFORMATION FOUND ON THE SITE AND AS PART OF THE SERVICES SHOULD NOT BE CONSIDERED OR RELIED UPON AS LEGAL ADVICE OR AS A SUBSTITUTE FOR COUNSEL OF A LICENSED ATTORNEY.
- YOU ACKNOWLEDGE AND AGREE THAT YOUR REMEDY FOR ANY NEGATIVE ISSUES YOU EXPERIENCE REGARDING THE SITE OR SERVICES IS TO TERMINATE YOUR ACCOUNT AND DISCONTINUE USE OF THE SITE AND SERVICES.

Limitation of Liability

- TO THE EXTENT PERMITTED BY LAW, OUR LIABILITY IS LIMITED. IN NO EVENT SHALL PROVIDER OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, NEUTRALS, CONSULTANTS, PARENTS, AFFILIATES, SUCCESSORS, OR ASSIGNS BE LIABLE FOR ANY DAMAGES INCLUDING BUT NOT LIMITED TO INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE, ARISING FROM, OR DIRECTLY OR INDIRECTLY RELATED TO, THE USE OF, OR INABILITY TO USE, OR DEPENDENCE ON THE SITE OR ANY SERVICE OR CONTENT.

Contact

- Questions about these Terms may be sent to contact@ADRForum.com or as otherwise set forth in these Terms.

Full Terms of Use

1. Your Acceptance and Contractual Relationship.

You represent and warrant that you are of proper age under the laws of your jurisdiction and/or lawfully able to enter into contracts. If you are not legally able to enter into contracts, you shall not use the Service at any time or in any manner nor submit any information to Provider or the Service.

2. Privacy.

Your privacy is important to us. Please review Provider's [Privacy Policy](#) which explains how we use information that you submit to Provider and the choices you can make about the way this information is collected and used. The [Privacy Policy](#) is hereby incorporated by reference.

3. Modifications to these Terms or to the Service.

(a) Terms. Provider can change, update, add or remove provisions of these Terms, at any time by posting the updated Terms on the Site and by providing a notice on the Site. If you do not agree with any of the updated Terms, you must stop using the Service.

(b) Service. Provider may make changes to the Service at any time, without notice. If you object to any changes to the Service, your only recourse will be to cease using it. Continued use of the Service following posting of any such changes will indicate your acknowledgement of such changes and satisfaction with the Service as modified. We also reserve the right to discontinue the Service or any component of it, at any time without notice. We will not be liable to you or any third-party should we exercise our right to modify or discontinue the Service.

(c) Paid subscriptions or recurring payments for requested services. Please note that if you are under paid subscription services or have recurring payments with us for an indefinite duration of time, in the event we change the price for the services which you have previously agreed to pay or if we substantially change the services you are paying for, we will notify you of such changes. Any changes will become effective as of, and reflected on, your next scheduled payment. If you do not agree with such changes you may cancel your subscription or the Service supported by recurring payments by communicating with us at contact@ADRForum.com.

(d) Additional Terms. In addition, certain features of the Service may be subject to additional terms of use (“Additional Terms”), which shall be provided or available to you the moment you choose to use such features. By using such features, or any part thereof, you agree to be bound by the Additional Terms applicable to such features. In the event that any of the Additional Terms governing such area conflict with these Terms, the Additional Terms will govern.

4. Use of Our Service and User Accounts

We provide neutral alternative dispute resolution (ADR) services and other related ADR services. For as long as you agree to these Terms and abide by them, you may use the Service. These Terms apply to all Users of the Service, including Visitors to the Site not making a request for Service.

(a) Visitors. Visitors may browse the Site in accordance with these Terms, but may not have full access to the Service (which may include but are not limited to contributing content, downloading documents or other tools, or signing up for special programs) without first becoming “Users” by providing some form of contact information as required per the terms, policies or rules of the particular Service requested.

(b) Users and Accounts. In order to access or receive certain features of the Service you may be required to become a Registered User. A “Registered User” is a User who has registered an account with us (your “Account”).

(c) Registration Data. In registering for the Service, you agree to (i) provide true, accurate, current and complete information about yourself as prompted by the Service’s registration form (the “Registration Data”); and (ii) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. You are responsible for all activities that occur under your Account. You may not share your Account or password with anyone, and you agree to (A) notify Provider immediately of any unauthorized use of your password or any other breach of security at contact@ADRForum.com; and (B) exit from your Account at the end of each session. If you provide any information that is untrue, inaccurate, not current or incomplete, or Provider has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Provider has the right to suspend or terminate your Account and refuse any and all current or future use of the Service (or any portion

thereof). Provider shall be entitled to monitor your username and password and, at its discretion, require you to change it. If you use a username and password that Provider considers insecure, Provider will be entitled to require this to be changed and/or terminate your Account. Provider reserves the right to remove or reclaim any usernames at any time and for any reason, including but not limited to, claims by a third party that a username violates the third party's rights. You agree not to register for an Account on behalf of an individual other than yourself, or register for an Account on behalf of any group or entity unless you are authorized to bind such person, group or entity to these Terms (see "Shared Accounts" below). By registering another person, group or entity you hereby represent that you are authorized to do so.

5. Your User Content Provided to Us

As a Registered User you may upload, transmit or otherwise make available ("Make Available") your User Content through the Service. "User Content" means, without limitation, your Account information, submissions, and/or any other information you provide on or through the Service or that we may create in response to you and other interested parties. When you create an Account or provide information on or through the Service, you agree that you are solely responsible for the accuracy of your User Content.

By Making Available any User Content within the Service, and/or by providing any communication or material to Provider, you automatically:

(a) Grant Provider the authority to share "User Content" to fulfill Provider obligations under the Service requested through the applicable policies and rules.

(b) To the extent permitted by applicable law, waive all moral rights in the User Content which may be available to you in any part of the world and confirm that no such rights have been asserted;

(c) Warrant that you are the owner of the User Content and entitled to enter into these Terms and that the User Content does not infringe the proprietary or privacy rights of any third party;

(d) Confirm that Provider shall not be liable for any use or disclosure of such User Content if used in conformance with the Service.

(e) Agree and understand that your User Content is subject at all times to our Acceptable Use Policy.

6. Deletion of User Content or your Account.

When you deactivate your Account or ask that we delete your User Content we will retain logs and non-personally identifiable information about you along with an archival copy of your information, which is not accessible by you or third parties within the Service but which might be used for recordkeeping and internal legitimate business purposes. You also agree and understand that some of the User Content and content that we may create as part of the Service may not be able to be deleted once uploaded to the extent permitted by applicable law or the Service provided.

You further understand that Provider may keep and use data in various ways as outlined in these Terms and in the Privacy Policy. If you request that your User Content be deleted by us, it will no longer be available to you and to the extent permissible by law, we will take all reasonable steps to delete it. Provider has no obligation to maintain any Account you open and may delete it if you violate these

Terms as determined in Provider's sole and absolute discretion (please see also our **Acceptable Use Policy**).

Disclaimer. Provider does not endorse any User Content submitted to the Service by any user or other licensor, or any opinion, recommendation, or advice expressed therein, and **Provider expressly disclaims any and all liability in connection with any shared User Content.**

7. Your Community and Our Acceptable Use Policy

This section provides the acceptable use policy ("AUP") which defines acceptable practices relating to the use of the Service, including limitations on User Content, system abuse and security. The Service must be used in a manner that is consistent with the intended purpose of the Service and the terms of the applicable agreement with Provider, including our Terms. By using the Service, you consent to be bound by the terms of this AUP. If you do not agree with anything in this section, you must discontinue use of the Service. For purposes of this section, "Provider" includes all of Provider's affiliates, including direct and indirect subsidiaries.

(a) Summary of Generally Prohibited Conduct. You will not use the Service to transmit, distribute or store material in a manner that: (i) violates any applicable law or regulation; (ii) may adversely affect the Service or other Users; (iii) may expose Provider to criminal or civil liability, or (iv) violate, infringe upon or otherwise misappropriate any third-party rights, including intellectual property rights, rights of publicity and privacy rights. You are prohibited from facilitating the violation of any part of this section or applicable third-party policies, including, but not limited to transmitting, distributing, or otherwise making available any product or service that violates this section or another provider's policy.

(b) Responsible Use of the Service. Please act responsibly when using the Service. You may only use the Service and its contents for lawful purposes and in accordance with applicable law and you are prohibited from storing, distributing or transmitting any unlawful material through the Service. You may not collect or store personal information from other users. You recognize that storing, distributing or transmitting unlawful material could expose you to criminal and/or civil liability. You agree that if a third party claims that material you have contributed to the Service is unlawful, you will bear the burden of establishing that it is lawful. You understand and agree that all materials publicly posted or privately transmitted on or through the Service are the sole responsibility of the sender, not Provider, and that you are responsible for all material you upload, publicly post or otherwise transmit to or through the Service.

(c) Content Limitations. We require that you do not make available on the Service any non-Service related content, or act in a way, which in our reasonable opinion:

- Libels, defames, invades privacy, stalks, is obscene, pornographic, racist, abusive, harassing, threatening or offensive;
- Seeks to exploit or harm children by exposing them to inappropriate content, asking for personally identifiable details or otherwise;
- Infringes any intellectual property or other right of any entity or person, including violating anyone's copyrights or trademarks or their rights of publicity;
- Violates any law or may be considered to violate any law;

- Advocates or promotes illegal activity;
- Impersonates or misrepresents your connection to any other entity or person or otherwise manipulates headers or identifiers to disguise the origin of the content; or
- Includes programs which contain viruses, worms and/or "Trojan horses" or any other computer code, files or programs designed to interrupt, overload, collapse, destroy or limit the functionality of any computer software or hardware or telecommunications.

(d) System Abuse. Without limitation, you agree not to:

- Send, create or reply to so called "mailbombs" (i.e., emailing copies of a single message to many users, or sending large or multiple files or messages to a single user with malicious intent) or engage in "spamming" (i.e., unsolicited emailing for business or other purposes) or undertake any other activity which may adversely affect the operation or enjoyment of this Service by any other person;
- Copy, display, distribute, duplicate, aggregate, redistribute, alter or modify, any of the content available within the Service, or User Content in any medium, or to any other individual or entity, other than as may be reasonably necessary to use the Service for their intended purpose;
- Use any automated software or devices, such as spiders, robots or data mining techniques such as scraping, spiders, crawling or any other techniques to download, store, distribute or otherwise reproduce content within the Service and/or the Service itself;
- Use or copy the Service including any data you view on and/or obtain from the Service to provide any product or service that is competitive to the Service determined in Provider's sole discretion;
- Interfere with, interrupt, destroy or limit the functionality of the Service or any computer software or hardware or telecommunications equipment;
- Use the Service in any manner that could damage, disable, overburden, or impair any Provider's server, or networks connected to any Provider's server, or interfere with any other party's use and enjoyment of the Service;
- Gain unauthorized access to the Service, other accounts, computer systems or networks connected to any Provider's server or to the Service, through hacking, cracking, and distribution of counterfeit software, password mining or any other means;
- Reverse engineer, decompile or disassemble any software accessed through the Service, including any proprietary communications protocol used by Provider;
- Use information obtained from the Service to transmit any commercial, advertising or promotional materials without Provider's written permission and except as expressly authorized by Provider, advertise or offer to sell or buy any goods or services for any purpose;
- Provide any contact information which is not current and accurate, impersonate or create a false identity or falsify any information;

- Use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity any directory of users of the Service, or other user or usage information or any portion thereof;
- Exploit, distribute or publicly communicate any error, miscue or bug which gives an unintended advantage; or
- Reproduce, sell, resell or otherwise exploit any resource, or access to any resource, contained on this Service.

(e) Violation of Security Systems. You are prohibited from using any services or facilities provided in connection with the Service to compromise its security or tamper with system resources and/or accounts. The use or distribution of tools designed for compromising security (e.g. password guessing programs, cracking tools or network probing tools) is strictly prohibited. If you become involved in any violation of system security, Provider reserves the right to release your details to system administrators at other sites or to law enforcement in order to assist them in resolving security incidents.

(f) Responsibility for Content. Provider takes no responsibility for any material created or accessible on or through the Service and will not exercise any editorial control over such material. Provider is not obligated to monitor such material, but reserves the right to do so.

You acknowledge that **Provider has no obligation to pre-screen User Content**, although Provider reserves the right in its sole discretion to pre-screen, refuse or remove any User Content. By entering into these Terms, you hereby provide your irrevocable consent to such monitoring. You acknowledge and agree that you have no expectation of privacy concerning the transmission of your User Content, including without limitation videos, comments, any chat, text, or voice communications that may be facilitated through the Service. In the event that Provider pre-screens, refuses or removes any User Content, you acknowledge that Provider will do so for Provider's benefit, not yours. Provider may provide you with tools to flag User Content, however, Provider makes no promises or representations regarding removal of flagged User Content.

Violations of this AUP may be reported to: **contact@ADRForum.com**.

8. Additional Services

Provider may at some time in the future make available additional platforms, training, materials, proprietary content, tools, software, and services from those previously offered as the Service. If you use any such additional features, your use of the additional features will be governed by these Terms of Use.

9. Payments and Subscriptions.

If you purchase any services that Provider offers for a fee, either on a one-time or in a subscription basis, you agree that Provider or if used, third-party vendors, may store your payment information. You also agree to pay the applicable fees for the services you as they become due, and to reimburse us for all collection costs and interest for any overdue amounts.

You may be able to sign up for automatic billing or recurring billing for some services offered on the Site. Any recurring charge of a defined duration of time will be fixed at the price agreed to at the time of purchase. The specific billing terms for the services you order will be described on the offer page on the

Site. If you sign up for automatic or recurring billing, you will be notified of the billing terms and how to stop recurring billing. By signing up for Provider services with recurring billing, you will be deemed to agree to those billing terms as described specifically on the Site. For more information about potential price changes for subscription billing over an indefinite period of time, see Section 3(c) above.

Provider offers certain premium services such as Coach's Review Services and other services, which are not included in the cost of Provider's basic subscription services. Failure to pay for these premium services, if purchased, may result in the termination of your subscription.

Depending on where you transact with us, the type of payment method used and where your payment method was issued, your transaction may be subject to foreign exchange fees or differences in prices, because of exchange rates. Your transaction may also be subject to foreign currency exchange fees assessed by your bank or card issuer. Provider is not responsible for any foreign currency exchange fees or surcharges and will not make any compensation or reimbursement for charges imposed by your bank or card issuer. Provider does not support all payment methods, currencies or locations for payment. If the payment method you use with us, such as a credit card, reaches its expiration date and you do not edit your payment method information or cancel your Account or the applicable service, you authorize us to continue billing that payment method and you remain responsible for any uncollected amounts. Your obligation to pay fees continues through the end of the subscription period until you cancel your subscription. All applicable taxes are calculated based on the billing information you provide us at the time of purchase.

Provider has the discretion to alter prices for services at any time, subject to the notification terms of Section 3 (Modifications).

10. Cancellations.

You may cancel your User Account anytime by contacting us at Contact@ADRForum.com. Provider will issue a refund if the terms of your requested Service dictate a refund. Provider does not guarantee refunds.

You acknowledge that any Services that you request are subject to these Terms and any additional terms related to the provision of any product or Service.

We make considerable efforts to describe every Service as accurately as possible. However, we do not warrant that product specifications, pricing, or other content on the online services is complete, accurate, reliable, current, or error-free. In the event of any errors relating to the pricing or specifications, Provider shall have the right to refuse or cancel any request in its sole discretion. Additional terms may apply.

11. FORUM's Intellectual Property, Trademarks and Copyrights.

Except with respect to your User Content and other Registered Users' Content, you agree that, as between you and us, Provider (and our affiliated companies and suppliers) own all rights, title and interest in the Service and all tools, and all related intellectual property rights. The Service as a whole is copyrighted as a collective work, and individual works or content appearing on or accessible through the Site owned by or licensed to Provider or its content providers are likewise subject to copyright protection domestically and internationally. Likewise, all data files, program files, software, code,

proprietary methods, systems and other materials that are made available to download from or used to provide the Service ("Materials") may not be copied, modified, reproduced, republished, posted, transmitted, sold, offered for sale, or redistributed in any way without our prior written permission and the prior written permission of our applicable licensors. The Materials are protected by copyrights, patents, trade secrets or other proprietary rights.

You must abide by all copyright notices, information, or restrictions contained in or attached to any of our Materials. Nothing in this Agreement grants you any right to receive delivery of a copy of our Materials or to obtain access to our Materials except as generally and ordinarily permitted through the Service according to these Terms. Certain names, logos, distinctive features, source identifiers and other materials displayed on the Site or in the Services, including its "look and feel", constitute trademarks, tradenames, service marks, trade dress or logos ("Trademarks") of us or other entities. All Trademarks not owned by Provider that appear on this site are the property of their respective owners. You are not authorized to use any such Trademarks. Ownership of all such Trademarks and the goodwill associated therewith remains with us or those other entities. Unless you first obtain the copyright owner's prior written consent, you may not copy, distribute, publicly perform, publicly display, digitally perform (in the case of sound recordings), or create derivative works from any copyrighted work made available or accessible via the Service. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Service.

12. Your Use of Materials.

Your right to make use of the Service and any Material or other content appearing on it is subject to your compliance with these Terms. Modification or use of the Material or any other content on the Service for any purpose not permitted by these Terms may be a violation of our intellectual property rights (see Section 11 above) as protected by law and these Terms and is prohibited.

You may copy, access, download and use Materials and Documents provided Service requested. The Materials and all other content on the Service may not otherwise be copied, reproduced, republished, uploaded, displayed, posted, transmitted, distributed, licensed or used in any way unless specifically authorized by Provider. Also, decompiling, reverse engineering, disassembling, or otherwise reducing the code used in any software on the Service into a readable form in order to examine the construction of such software and/or to copy or create other products based (in whole or in part) on such software, is prohibited (please refer to our **Acceptable Use Policy** for more information).

13. Disclaimer Regarding Testimonials

The Service may contain testimonials and opinions ("Testimonials") by users of our services. These testimonials reflect the real-life experiences and opinions of such users. However, the experiences are personal to those particular users, and may not necessarily be representative of all users of our services. We do not claim, and you should not assume, that all users will have the same experiences.

The testimonials on the Service are submitted in various forms such as text and audio, and are reviewed by us before being posted. The provider of the testimonial approves the final content and agrees to have it published on the Site in advance of publication.

14. User Interactions and Release.

You are solely responsible for your interactions with other users of the Service and any other parties with whom you interact through the Service. If you have a dispute with one or more users (including merchants), you hereby release the Provider Group (defined in Section 18) from any claims, demands, liabilities, costs or expenses and damages (actual and consequential of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. In entering into this release, you expressly waive any protections (whether statutory or otherwise) to the extent permitted by applicable law, that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release. If you are a California resident, you waive California Civil Code §1542, which says: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

15. Disclaimer of Warranties.

YOUR USE OF THE SERVICE IS AT YOUR OWN RISK. THE SERVICE AND ALL THE MATERIALS, INFORMATION, SOFTWARE, AND OTHER CONTENT IN THE SERVICE ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, AND TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, PROVIDER AND ANY SUBSIDIARIES OR AFFILIATED COMPANIES OF THE PROVIDER ("PROVIDER GROUP") DISCLAIM ALL WARRANTIES AND CONDITIONS, EXPRESS IMPLIED OR COLLATERAL, RELATED TO THE SERVICE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE PROVIDER GROUP DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SERVICE WILL BE AVAILABLE, UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICE OR THE SERVERS THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE PROVIDER GROUP DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS OR CONDITIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE MATERIAL, INFORMATION, SOFTWARE, FACILITIES, SERVICES OR OTHER CONTENT ON THE SERVICE OR ANY WEB SERVICES LINKED TO THE SERVICE IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. THE PROVIDER GROUP MAKES NO WARRANTIES OR CONDITIONS THAT YOUR USE OF SERVICE, OR THE MATERIALS, INFORMATION, SOFTWARE, FACILITIES, OR OTHER CONTENT IN THE SERVICE OR ANY WEB SERVICE WILL NOT INFRINGE THE RIGHTS OF OTHERS AND THE PROVIDER GROUP ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ERRORS OR OMISSIONS IN SUCH MATERIALS, INFORMATION, SOFTWARE, FACILITIES, OR OTHER CONTENT OF THE SERVICE OR ANY OTHER WEB SERVICE.

IF APPLICABLE LAW DOES NOT ALLOW THE EXCLUSION OF SOME OR ALL OF THE ABOVE IMPLIED WARRANTIES AND CONDITIONS, THE ABOVE EXCLUSIONS WILL APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

IF YOU ARE ACCESSING THE SERVICE FROM THE EUROPEAN UNION OR OTHER JURISDICTIONS THAT DO NOT RECOGNIZE DISCLAIMERS OF CERTAIN WARRANTIES, NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM THE NEGLIGENCE OF EITHER PARTY OR THEIR SERVANTS, AGENTS OR EMPLOYEES.

INFORMATION FOUND ON THE SITE AND AS PART OF THE SERVICES SHOULD NOT BE CONSIDERED OR RELIED UPON AS LEGAL ADVICE OR AS A SUBSTITUTE FOR COUNSEL OF A LICENSED ATTORNEY.

16. Limitation of Liability.

THE PROVIDER DISCLAIMS ALL LIABILITY WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND DOES NOT ACCEPT ANY LIABILITY FOR ANY LOSS OR DAMAGE (DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR OTHERWISE) RESULTING FROM ANY USE OR MISUSE OF, OR INABILITY TO USE, THE SITE OR ANY OTHER WEB SITE, OR THE MATERIAL, INFORMATION, SOFTWARE, FACILITIES, SERVICES OR OTHER CONTENT ON THE SITE OR ANY OTHER WEB SITE, REGARDLESS OF THE BASIS UPON WHICH LIABILITY IS CLAIMED AND EVEN IF ANY MEMBER OF THE PROVIDER GROUP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. WITHOUT LIMITATION, YOU (AND NOT ANY MEMBER OF THE PROVIDER GROUP) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION IN THE EVENT OF ANY SUCH LOSS OR DAMAGE ARISING.

IF APPLICABLE LAW DOES NOT ALLOW ALL OR ANY PART OF THE ABOVE LIMITATION OF LIABILITY TO APPLY TO YOU, THE LIMITATIONS WILL APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

17. Indemnity.

To the extent permitted by applicable law in your jurisdiction, you agree to indemnify and hold harmless Provider and its officers, directors, employees, agents, distributors and affiliates from and against any and all claims, demands, liabilities, costs or expenses, including reasonable legal fees, resulting from your breach of these Terms, including any of the foregoing provisions, representations, warranties or conditions, and/or from your placement or transmission of any content onto Provider's servers, and/or from any and all use of your Account.

18. Investigations.

Provider reserves the right to investigate suspected violations of these Terms, including without limitation any violation arising from any submission, posting or e-mails you make or send to any Group or Forum. Provider may seek to gather information from the user who is suspected of violating these Terms, and from any other user. Provider may suspend any users whose conduct or postings are under investigation and may remove such material from its servers as it deems appropriate and without notice. If Provider believes, in its sole discretion, that a violation of these Terms has occurred, it may take any corrective action it deems appropriate, as permitted by applicable law. Provider will fully cooperate with any law enforcement authorities or court order requesting or directing Provider to disclose the identity of anyone posting any e-mails, or publishing or otherwise making available any materials that are believed to violate these Terms. BY ACCEPTING THIS AGREEMENT YOU WAIVE AND HOLD HARMLESS ALL MEMBERS OF THE PROVIDER GROUP FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY MEMBER OF THE PROVIDER GROUP DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER A MEMBER OF THE PROVIDER GROUP OR LAW ENFORCEMENT AUTHORITIES.

19. Third-Party Sites.

The Service may link you to other sites on the Internet that may not be affiliated with Provider. These sites may contain supplemental information about the Service provided. These other sites are not under the control of Provider, and you acknowledge that (whether or not such sites are affiliated in any way

with Provider), Provider is not responsible for the accuracy of the content of such sites. The inclusion of such a link does not imply endorsement of any site by Provider or any association with its operators. If you elect to use such third-party sites, and/or if you elect to 'click' on a link or button, you understand that (a) you will be leaving our Site and (b) your use of any such third-party sites will be subject to any terms and conditions and privacy policies required by the applicable third-party provider(s). Provider does not make any representations or warranties as to the security of any information (including, without limitation, credit card and other personal information) you might be requested to give any third party, and you irrevocably waive any claim against us with respect to such sites. We strongly encourage you to use caution before providing any sensitive information (e.g., social security numbers or financial information) to any third party and to make whatever investigation you feel necessary or appropriate before proceeding with any communications with any of these third parties.

20. Governing Law.

To the fullest extent permitted by the applicable jurisdiction, these Terms shall be governed by, construed and enforced in accordance with the laws applicable to the merchant outlet location that processed your payment. Therefore, for transactions processed by FORUM operator Dispute Management Services, LLC, the laws of the State of Minnesota, United States of America, shall apply.

Notwithstanding the foregoing, if you are a U.S. resident, except as otherwise provided in this section or as otherwise required by law, these Terms involve transactions between the parties in interstate commerce and shall be governed by the Federal Arbitration Act, 9 USC § 1-19 of the United States of America. Judgment upon any interim or final award shall be entered and confirmed in any court or tribunal of competent jurisdiction. The substantive law of the State of New York (excluding its conflicts of law provisions) shall apply to all disputes and these Terms. If there is a difference between the Federal Arbitration Act and New York law, the Federal Arbitration Act controls. In any circumstances where the foregoing Terms permit the parties to litigate in court, the parties hereby agree to submit to the personal jurisdiction of the courts located within Hennepin County, Minnesota for such purpose.

These Terms will not be governed by the United Nations Convention on Contracts for the International Sale of Goods.

21. Arbitration.

Please read this carefully if you are a resident of the United States of America. It affects your rights. Depending on your place of residence, these Terms may not apply to you.

(a) US Residents: To the fullest extent permissible by law, with the exception of disputes pertaining to Provider's intellectual property rights and certain statutory claims that, pursuant to law, are not arbitrable, any dispute of any kind between you and Provider arising under these Terms shall be resolved through binding arbitration pursuant to the JAMS Streamlined Arbitration Rules and Procedures on an individual basis with no class relief. The arbitrator shall be a retired judge or justice of any state or federal court with substantial experience in the internet industry and shall follow Minnesota substantive law in adjudicating the dispute, except that this Section 24 shall be construed as a "written agreement to arbitrate" pursuant to the Federal Arbitration Act ("FAA"). You and we agree that we intend that this Section satisfies the "writing" requirement of the FAA. The hearing shall be conducted in the county that encompasses the billing address you have provided to Provider. For any

claim in which you seek U.S. \$10,000.00 or less, you shall have the choice as to whether the hearing is conducted in person, by telephone, or instead the arbitrator decides the dispute without a hearing. For those claims that the arbitrator determines are not frivolous, Provider shall pay the costs and fees of JAMS and the arbitrator. Provider agrees that it will not seek reimbursement from You for its costs and fees incurred by it in the arbitration. AGREEMENT TO THESE TERMS CONSTITUTES AN AGREEMENT TO PURSUE YOUR CLAIM ON AN INDIVIDUAL BASIS AND A WAIVER OF THE ABILITY TO PURSUE YOUR CLAIM IN A CLASS ACTION.

(b) Non-Us Residents: If any controversy, allegation, or claim (including any non-contractual claim) arises out of or relates to the Site or these Terms, then you and we agree to send a written notice to the other providing a reasonable description of this dispute, along with a proposed resolution of it. Our notice to you will be sent to you based on the most recent contact information that you provide us. If no such information exists or if such information is not current, then, we have no obligation under this section. Your notice must be sent to us at contact@ADRForum.com. For a period of sixty (60) days from the date of receipt of notice from the other party, Provider and you will engage in a dialogue in order to attempt to resolve the dispute, though nothing will require either you or Provider to resolve the dispute on terms either you or Provider, in each of our sole discretion, are uncomfortable. Nothing in this Section will prevent a party from pursuing their claims in Court or another complaint process.

22. Local Regulations.

You are responsible for complying with local laws, if and to the extent local laws are applicable.

23. Electronic Communications.

The communications between you and Provider may be made through electronic means, whether you visit the Service or send Provider emails, or whether Provider posts notices on the Service or communicates with you via email. For contractual purposes, you (1) consent to receive communications from Provider in an electronic form; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Provider provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights.

24. California Residents Notice

Under California Civil Code Section 1789.3, California residents are entitled to the following consumer rights notice: If you have a question or complaint regarding the Service, please contact Customer Service at contact@ADRForum.com. You may also contact us by writing us at FORUM, 6465 Wayzata Blvd, Suite 450, St. Louis Park, MN, USA. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by post at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834 or by telephone at (916) 445-1254 or (800) 952-5210 or Hearing Impaired at TDD (800) 326-2297 or TDD (916) 322-1700. Email: dca@dca.ca.gov.

25. General.

If any provision of these Terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and

enforceability of any remaining provisions. This is the entire agreement between you and Provider relating to the matters contained here and the Site.

26. Contact Us.

The Site is controlled and operated by Provider. Whether you access the services through any of our internet properties or family Sites you may contact Provider using the information provided herein. Please forward any comments or complaints about the Site to **contact@ADRForum.com** or write to FORUM, 6465 Wayzata Blvd, Suite 480, St. Louis Park, MN, USA.