

Most recently updated September 27, 2022

This is a FORUM ("Provider", "we", "us") offering. Thank you for visiting. FORUM is a provider of Alternative Dispute Resolution (ADR) services and offerings. We are providing this notice ("Policy") to help inform our Users ("Users", "you" or "your") by explaining and outlining our information practices online and the different choices you are able to make regarding the collection and use of information you submit ("Information" or we collect through our family of websites that link to this Privacy Policy as well as our other related mobile websites, mobile Provider applications ("mobile apps" or "Provider Applications"), services, browser extensions, tools, and other online applications that link to this Privacy Policy (all of these collectively, the "Site"). The Site is operated by Dispute Management Services, LLC, 6465 Wayzata Blvd., Suite 480, St. Louis Park, MN 55426, USA. Dispute Management Services, LLC is the data controller of your Information in the context of the Site.

You agree that your information will be handled as described in this Policy when you visit the Site. Your use of this Site is subject to this Policy and our Terms of Use. Provider's Terms of Use are incorporated by reference into this Policy.

Privacy Policy Highlights

Please also read our full Privacy Policy

Personal Information We Collect

- You voluntarily share certain information with us when you register an account, use our services, download or use any of our mobile apps, or make a request for service. The Information you share with us is including but, not limited to, the following: your name, email address, address, mobile number, and/or credit card information).

Tracking Technologies

- We use tracking technologies such as cookies to measure usage and provide information that we believe will be of most interest to you.
- If you access our Site through a mobile device (e.g., unique device identifier, device's operating system, mobile carrier), then we may collect additional information from you.
- You may also provide us with information when interacting with our content through or linking to third-party sites, plug-ins, or applications.

Uses, Retention and Storage

- We may store and retain certain information from you for the time and reasons outlined in this Privacy Policy.

Disclosure Information

- When using our Site, you are agreeing to share with us the Information we collect as permissible by applicable law, policies, rules and procedures, to enable us to fulfill the service requested or engaged in, including but not limited to third parties such as registries and registrars, neutrals, courts, and additional parties to ADR disputes.

Your Choices

- You can request to delete or remove the information we have gathered from you and to receive a copy of the said information to the extent permitted by the applicable law, policies, rules and procedures associated with the service provided.

Access and Review Options

- You are entitled to change your information at any time by editing your account or contact information, or by closing your account.

Update Notifications

- You agree that we can notify you about material changes to this Privacy Policy by posting notices on this Site.

California Residents: Special Notice Concerning the California Consumer Protection Act (“CCPA”)

The Provider complies with CCPA. Due to this, Provider affords California residents their respective privacy rights to the extent they are applicable.

EU/UK Residents: Special Notice Concerning General Data Processing Regulation (“GDPR”)

The Provider complies with GDPR. Due to this, Provider affords EU/UK residents their respective privacy rights to the extent they are applicable.

Contact

Questions about this Policy may be sent to contact@ADRForum.com or as otherwise set forth in this Policy.

Full Privacy Policy

Last Updated: September 27, 2022

1. Scope and Consent

Provider is an alternative dispute resolution (ADR) service provider that provides ADR dispute resolution services between parties along with other ADR offerings. When you use the Site, you are contracting with Provider. By accessing the Site, and the services provided in it or through any of our family of websites or online applications that link to this Privacy Policy, you are accessing a Provider offering.

2. Information We Collect About You

(a) Registration, Services and Account Information. You are able to browse most portions of the Site without needing to register for an account with us. If and when you request services or otherwise engage in certain ways with our Site, you must provide certain information such as a username and a

valid email address. It may be required to also provide mailing address, phone number and payment information such as credit or debit card information, name and billing address in order to pay fees associated with services. This information is only associated with your account after you have signed in as a registered user.

(b) Information to Respond to Your Requests. If you want us to respond to your questions and concerns or your requests to send you informational emails, whitepapers, and other communications, you may need to give us contact information. For more details on how you can opt-out of receiving communications from us, please go to the section headed Accessing, Reviewing, and Changing Your Personal Information.

(c) Information from other Sources. The information we collect may be combined with publicly available information or information we are required to collect from other third-parties pursuant to the policies, rules and procedures of the services engaged in.

(d) Browser Extensions Privacy Notice and Information We Gather. Provider offers certain browser extensions that are all available in certain web browsers such as Google Chrome. When you download a browser extension, we automatically collect certain information from your device or web browser. We automatically collect information from location storage associated with your web browser. We may also automatically record your interactions with certain webpages by accessing local storage associated with your web browser. Each browser extension was made to automatically interact with third-party websites, so we may also collect some information about you when you visit those websites including, clickstream data, operating system being used, the URL of the site you have come from and move to after your visit, data relating to your activities on third party websites (including IP addresses and URLs) via tracking technologies (such as cookies and measurement software), the date and time of your visit and your server's IP address, the geo-location of your device, and the type of payment you use. We collect this information for statistical purposes to find out how our website and each browser extension is being used. We use this information to evaluate and, hopefully, improve your experience. As an example, when you visit a webpage that supports the autofill function, we may record metadata generated by your web browser that identifies one or more autofill fields that you interact with. In this example, we may also access local storage associated with your web browser to determine information which can be or has been entered into an autofill field. We use this information to facilitate the services engaged in.

3. Uses, Retention and Storage

We process your information for the following purposes and legal bases:

(a) Operate our Site and Provide You with Our Services. We may use the Information we collect to (i) respond to your questions and requests; (ii) provide user service (e.g., to fulfill service requests made by you, give you information about your account to resolve disputes, problems with your account/profile or the Site, or to provide information to third parties at your request such as registries and registrars, neutrals, parties to disputes and courts; (iii) improve the Site, and; (iv) provide you with a safe, efficient, and customized service experience.

(b) Analyze and Aggregate Non-Personal Information. We use aggregate information about our users and non-personal information to analyze Site and user behavior and prepare aggregated reports.

(c) Prevent Fraud and Comply with the Law. We use information from the Site to prevent, detect, and investigate fraud, security breaches, and potentially prohibited or illegal activities, establish, exercise or defend a legal claim, and enforce our Terms of Use. We also use information in response to requests by government or law enforcement authorities, or in response to complaints where we are under a legal or regulatory obligation to adhere to a complaint handling procedure.

(d) Marketing & Communications. We use your information to contact you to maintain the Site, your account, or to comply with your stated communication preferences, or to provide other services as described at the time when we collect the information from you, or to contact you for other purposes authorized by law.

(e) Mobile Data. We may use the information collected for any purpose set forth in this Privacy Policy when you access the Site on a mobile device. For instance, we may use this information to provide you with location-based services, such as advertising, search results, and other personalized content. We retain Information for as long as it is necessary to fulfill the purpose(s) for which it was collected, our business purposes and/or to comply with the applicable laws and regulations to the extent permissible by applicable law.

4. Disclosure

Information we collect can be shared with:

(a) The Provider Corporate Family. We may share the information we collect about you with the Provider's corporate family (our affiliates and subsidiaries). If we share your information with them, their use and disclosure of your information will be subject to this Policy.

(b) Service Providers and Neutrals. We may disclose your information to service providers (such as, but not limited to, fraud investigations, bill collection, payment processing, and site analytics and operations as detailed in Section 8 below) and ADR neutrals who perform duties attached to the services we provide as necessary.

(c) Additional Services Requests. You may have opportunities to request or register for other services on the Site. If you choose to do so, we will provide information about you to those third parties, or parties working on their behalf, to implement your request. We may share your Information with third parties to whom you ask us to send your information.

(d) Legal and Law Enforcement. We may disclose information that we gather if we believe that such action is necessary to comply with the law, a judicial proceeding, court order, or other legal process, such as in response to a court order or a subpoena.

(e) Change of Control. We may share your information if there is a bankruptcy proceeding, if substantially all of our assets are transferred to another company, or if we merge with or acquired by another business entity. If any of these events take place, we will make reasonable efforts to request that the new service provider follows this Privacy Policy with respect to your information.

(f) Analytics Providers. We may disclose information we gathered through our Site to our analytics providers such as Google Analytics, to evaluate usage of our Site, and to help us improve our services, performance and user experiences.

(g) To Protect Us and Others. We may share your information where we believe it is necessary to investigate, prevent, or act regarding illegal activities, suspected fraud, potential threats to the safety of any person, violations of our Terms of Use, or this Policy, or as evidence in litigation in which we are involved.

(h) Aggregate and De-Identified Information. We may share aggregated and de-identified information with third parties for marketing, advertising, research, or similar purposes.

(i) Your Consent. We have obtained your consent for the disclosure of the information we gather by agreeing to this Privacy Policy.

5. Accessing, Reviewing, and Changing Your Personal Information

Registered users may review and change their Information at any time by accessing their accounts on the Site. You must promptly update your information if it changes or becomes inaccurate.

6. Your Choices

(a) Opting Out of Promotional/Informational Messages. You may choose not to receive our promotional or informational communications by clicking the unsubscribe link in the footer of any email or newsletter you receive. You may also email us at contact@ADRForum.com.

(b) Administrative/Transactional Messages Cannot Be Turned Off. You are not able to opt-out of administrative or transactional emails necessary for us to perform the services requested.

(c) You may request that your account and/or certain personal identifiable information we may have collected be deleted from our systems. To do so, send us an email at contact@ADRForum.com. If the information you provided was public and was previously accessed by others, we will not be able to delete the information from their systems. When you delete your information, we will retain logs of your information along with an archival copy of your information, which is not accessible by you or third parties but which might be used by us for recordkeeping and internal purposes, including enforcing this Policy. To the extent permitted by applicable law, we may retain information from closed matters or accounts so that we are able to comply with applicable law, policies and rules, prevent fraud, assist with investigations, resolve disputes, analyze or troubleshoot programs, enforce our Terms of Use, or take other actions permitted by law. Likewise, if your account is terminated or suspended, we may maintain information to prevent re-registration.

(d) Unless otherwise required by the laws of the country of your residence, you may request: (i) a copy of the of the specific pieces of personal identifiable information that we have gathered about you in the last 12 months from the date of your request, and; (ii) that we that we disclose certain information about how we have handled your personal identifiable information in the prior 12 months. To make such a request send us an email at contact@ADRForum.com.

(e) SMS. If you opt-in to any SMS alert service that we may provide, you acknowledge that message or data charges may apply. If you wish to not continue with the SMS alert service, you may opt-out by replying "STOP" to the SMS text you received or contact our user service team by any of the options available here. Please allow 3 to 5 business days to process your request.

(f) Timing and Third Parties. We will endeavor to comply with your requests as soon as reasonably possible but please note that changes requested of us are not always effective immediately. Additionally, in certain situations, and subject to applicable law, Provider will not be able or obliged to comply with part or all of your individual requests. Please note that we have the right to refuse and/or charge a monetary fee for requests which are manifestly unfounded or excessive. Unless required by law, we are not responsible for informing third parties of any changes requested pursuant to this section, or for removing information from or causing information to be removed from the databases or records of such third parties.

7. Information You Share on the Site

Public Information. When you interact with our Site through plug-ins or other sites or applications, depending upon your privacy settings, the information shared may become public on the Internet depending on the service you have engaged. We may not be able to prevent further use of this information. Please refer to those third-party sites' privacy policies and terms of use to learn more about their privacy practices.

8. Tracking Technologies (Cookies)

When you visit our Site, we gather usage information sent to us by your computer, mobile, or other access device that tells us how you are using the Site including, but not limited to, site or page views, key stroke data, mouse movement, scrolling, clicks, and typing ("usage information"). We use tracking technologies (including cookies, flash cookies, unique device identifiers, web beacons/GIFs, embedded scripts, e-tags/cache browsers, cross-device tracking) to gather usage information. We may use tracking technologies for a variety of purposes, including:

(a) **Operationally-Necessary.** We may use tracking technologies required for system administration, to prevent fraudulent activity, improve security or allow you to make use of shopping cart functionality. We are not required to inform you or to obtain your consent to tracking technologies that are operationally necessary.

(b) **Performance-Related.** We may use cookies or other tracking technologies to assess the performance of the online services, including as part of our analytic practices to improve the content offered through the online services. For example, as set forth in detail in our Cookies and Tracking Technologies Policy below, we use Google Analytics and other similar tools and platforms to perform site analytics.

(c) **Functionality-Related.** We may use tracking technologies to tell us, for example, whether you have visited the Site before or if you are a new visitor and to help us identify the features in which you have the greatest interest.

(d) **Targeting-Related.** We may use tracking technologies to deliver content, including ads, relevant to your interests on our online service and third-party sites based on how you interact with our advertisements or content as well as track the content you access (including video viewing). Further information on this, and your opt-out choices, is in the "Your Choices" section above.

We may also gather password information from you when you log in, as well as computer and/or connection information. During some visits we may use software tools to measure and gather session

information, including page response times, download errors, time spent on certain pages and page interaction information.

Tracking technologies, such as cookies, are mainly alphanumeric identifiers that we transfer to your computer's hard drive through your web browser for record-keeping purposes. When you visit the Site, we and our business partners may use tracking technologies to enhance your online experience or customize our offerings. For example, some cookies allow us to make it easier for you to navigate our Site, while others are used to enable a faster login process. Below you can find few more important additional matters you must know about our use of tracking technologies (cookies):

We may offer certain features that are available only through the use of tracking technologies.

We use two kinds of cookies: Session cookies and persistent cookies. Tracking technologies may be either persistent (i.e., they remain on your computer until you delete them) or temporary (i.e., they last only until you close your browser). You may be able to decline tracking technologies if your browser permits, although doing so may interfere with your use of the Site. Refer to the help section of your browser, browser extensions, or installed applications for instructions on blocking, deleting, or disabling tracking technologies such as cookies

We encode and protect the tracking technologies that Provider sets, so that only we may interpret the information stored in them. You may encounter tracking technologies from our third-party service providers that we have allowed on our Site that assist us with various aspects of our Site operations and services, such as Google Analytics.

You may also encounter tracking technologies from third parties on certain pages of the websites that we do not control and have not authorized.

Clear GIFs are tiny graphics with a unique identifier, similar in function to cookies. In contrast to cookies, which are stored on your computer's hard drive, clear GIFs are embedded invisibly on web pages. We may use clear GIFs (a.k.a. web beacons, web bugs or pixel tags), in connection with our Site to, among other things, track the activities of Site visitors, help us manage content, and compile statistics about Site usage. We and our third-party service providers may also use clear GIFs in HTML emails to our users, to help us track email response rates, identify when our emails are viewed, and track whether our emails are forwarded.

For more information about the use of cookies and similar technologies on our Site please review this Privacy Policy and our Tracking Technologies Policy

9. Third Parties

Our Site may contain links to other third-party websites. We are not responsible for the privacy practices or the content of these third-party sites so it is important to familiarize yourself with their privacy policies before providing your Information.

10. Information Security

We maintain appropriate technical, physical, and administrative security measures designed to protect the security of your information against loss, misuse, unauthorized or accidental access, disclosure, copying, use or alteration. However, no method of transmission over the Internet or method of

electronic storage is totally secure. Therefore, we cannot guarantee its absolute security. If you would like to contact our Data Protection Officer please send an email to contact@ADRForum.com.

11. Children's Privacy

The Site is a general audience site and it is not intended for children under the age of 18. We do not knowingly collect information from users in this age group via our websites, applications, services, or tools. Please contact us immediately if you find that a child under 18 years of age has provided us with information so that we can without undue delay delete this information from our system and database.

12. Storage and International Transfer

For the purposes set out in this Privacy Policy, your Information may be stored and processed elsewhere by us, our affiliates or an unaffiliated service provider, as we operate internationally and many of our computer systems are currently based globally. Other parts of the world, such as the European Economic Area (“EEA”) offer different levels of protection, so data protection and privacy regulations are not always equal in other locations throughout the world. You consent to store, gather, use tracking technologies as described above, and/or processing your information, including personal information, in the United States and other countries by us, when you create an account/profile. Please send your requests to our contact in order to obtain a copy of the relevant transfer mechanism or additional information on the transfers.

13. Notification Regarding Review and Updates.

On occasion and at least once every twelve (12) months we review this Privacy Policy and we may choose to update its terms. If the Privacy Policy is subject to change and will be posted at an additional time via the Site, it is then officially the Privacy Policy in effect. You agree that we may notify you about material changes in the way we treat your Information by placing a notice on the Site. You must check the Site frequently for updates. In addition, we have provided the Privacy Policy Highlights section to offer a summary of the main points of our Full Privacy Policy for your convenience. In the event of a conflict between the Privacy Policy Highlights and the Full Privacy Policy, the Full Privacy Policy will control.

14. CALIFORNIA RESIDENTS

This section applies solely for residents of California (“California consumers” in this section) and provides specific information for this group. We are required by the California Consumer Privacy Act (“CCPA”) to provide certain information to California consumers about how we handle certain personal information that we have collected, whether online or offline. “Personal information”, defined under the CCPA, relates to any information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, including the categories identified in the table below to the extent they identify, relate to, describe, are capable of being associated with, or could be reasonably linked, directly or indirectly, with a particular consumer or household.

(a) Categories of Personal Information that We Collect and Disclose. We may gather and disclose for a business purpose the following personal information from California Consumers: (1) name, contact information and identifiers (real name, alias, postal address, unique personal identifier, online identifier,

Internet Protocol address, email address, account name, or other similar identifiers); (2) user records (electronic user records containing personal information, such as name, signature, physical characteristics or description, address, telephone number, education, employment, employment history); (3) protected classifications (characteristics of protected classifications under California or federal law such as race, color, sex, age, religion, national origin, disability, citizenship status, and genetic information); (4) purchase history and tendencies (commercial information including records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies); (5) usage data (internet or other electronic network activity information, including, but not limited to, browsing history, search history, and information regarding a California consumer's interaction with an Internet website, application, or advertisement); (6) geolocation data (precise geographic location information about a particular individual or device); (7) employment history (professional or employment-related information); (8) education information (information about education history or background), (9) Audio/Visual: audio, electronic, visual, thermal, olfactory, or similar information, and; (10) profiles and inferences (inferences drawn from any of the information identified above to create a profile about a California consumer reflecting the California consumer's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes).

We do not sell any of the information stated above. Furthermore, the list above does not address our handling of personal information that is subject to an exemption under Section 1798.145(c) – (f) of the CCPA.

(b) California Consumer Rights. Consumers are granted certain rights and restrictions are imposed on particular business practices as set forth below under California law.

(1) Do-Not-Sell. Personal information is not sold and all consumers in California have the right to opt-out of the sale of their personal information.

(2) Requests for Copy, Deletion and Right to Know. As a California consumer, subject to certain exceptions, you have the right to make the following requests: at no charge, up to twice every 12 months:

(i) Deletion. You have the right to request deletion of personal information that we have collected about you, subject to certain exemptions (for example, where the information is used by us to detect security incidents, debugging or to comply with a legal obligation).

(ii) Copy. Consumers have the right to request a copy of the specific pieces of personal information that we have collected about them in the prior 12 months.

(iii) Right to Know. We are required to disclose information about how we have handled personal information in the prior 12 months based on consumer requests, including the:

- categories of personal information collected
- categories of sources of personal information
- business and/or commercial purposes for collecting and selling their personal information
- categories of third parties/with whom we have disclosed or shared their personal information
- categories personal information that we have disclosed or shared with a third party for a business purpose

- categories of personal information collected
- categories of third parties to whom the consumer's personal information has been sold and the specific categories of personal information sold to each category of third party

(c) Submitting Requests. You can send a request by emailing us at contact@ADRForum.com if you wish to submit a copy, deletion and right-to-know request online through your account in case you are registered in the Site, by utilizing any of the options made available to you by us throughout the Site for this purpose, or by contacting us at the toll free number in Contact.

(d) Incentives and Discrimination. The CCPA prohibits discrimination against California consumers for exercising their rights under the CCPA and imposes requirements on any financial incentives offered to California consumers related to their personal information. Businesses may offer different prices, rates, or quality of goods or services if the difference is reasonably related to the value of the consumer's data.

15. General Data Protection Regulation (GDPR)

This section applies to residents of the European Union and United Kingdom and provides specific information for this group with respect to the General Data Protection Regulation and other similar or relevant privacy regulations and laws.

(a) Right to Rectification. You have the right to have your inaccurate personal data corrected. You also have the right to have incomplete data completed without undue delay. You have the right to ask that we restrict the processing of your personal data while the request is being considered or implemented.

(b) Right to Erasure. You have the right to request we erase your personal data. This right is only available in a limited set of circumstances—for example, where the personal data is no longer necessary for the purposes for which it was originally collected, the processing of the data is based on your consent, or the data was processed unlawfully. In response to an appropriately submitted request for erasure, and assuming no applicable exceptions, we will erase your personal data without undue delay. This right is not available if the processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in us. Likewise, it is not available if the processing is necessary for the establishment, exercise, or defense of legal claims. Your request to us may not be fulfilled because we are an organization providing ADR services, and the personal data we collect and process is based on a legal or contractual basis, legitimate interest and/or performance of a public task. If we hold personal data about you as a party to a case administered by us, we are obligated to hold all such information for a time period often specified by applicable policies, rules, statutes or contracts.

(c) Right to Restrict Processing. You have the right to object to the processing of your personal data. This right can apply to all personal data, specific types of personal data, or specific processing activities (e.g., direct marketing). Individuals must provide specific reasons why they are objecting to the processing of their personal data. In response a valid processing request, we will cease processing of your personal data unless an exception applies. We may decline a request if the compelling legitimate grounds for the processing override your interests, rights, and freedoms. We may also decline a request if doing so is necessary for the establishment, exercise, or defense of legal claims. Finally, we may decline the request if processing your personal data is necessary for the performance of a task carried out in the public interest.

(d) Right to Data Portability. If we process your personal data by an automated process you have the right to a copy of your personal data in a structured, commonly used and machine-readable format and have the right to transmit those data to another data processor. The data requested must be based on your consent or performance of a contract, and not another legal basis.

(e) Handling of Requests. We may request confirmation of identity of the person making any request and engage the requester to further understand the request. We will not charge a fee for compiling a response unless the request is exceedingly large or complex or made in a vexatious manner. Please send any request to contact@ADRForum.com. You have the right to make a complaint to the applicable data protection authority in your country if you believe we have handled your personal information unlawfully.

16. Contact Us

The Site is controlled and operated by Provider. Whether you access the services through any of our affiliated Sites, you may contact Provider by any of the means in the Contact section on the Site. You are able to email us at contact@ADRForum.com or write to us at FORUM, 6465 Wayzata Blvd, Suite 480, St. Louis Park, MN 55426, USA.