

Last Updated: February 1, 2024

FORUM ("Provider", "we", "us") is a provider of Alternative Dispute Resolution (ADR) services and offerings (the "Service"). This Privacy Policy ("Policy") informs individuals who interact with our website(s) (including adrforum.org) or mobile applications (collectively, the "Site"), or otherwise use our Service, about our information-handling practices and the different choices that may be available regarding the collection and use of their information.

The Service is operated by Dispute Management Services, LLC, 6465 Wayzata Blvd., Suite 480, St. Louis Park, MN 55426, USA.

You agree that your information will be handled as described in this Policy when you visit the Site or use the Service. Your use of the Site and Service 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 Service, 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 Service 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 Service, 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”)

Provider affords California residents their respective privacy rights under the CCPA, to the extent they are applicable.

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

Provider affords EU/UK residents their respective privacy rights available under the GDPR, 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: February 1, 2024

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 Service, 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

We collect information when you access, use, or navigate the Service, fill in forms in the Service, request information about the Service, communicate with us (including by phone, email, or otherwise), interact with chatbot or similar navigation features in the Service, visit or engage with our social media pages, participate in surveys or sponsored activities, or otherwise provide us with personal information.

For the purposes of this Policy, “personal information” is any information that identifies, relates to, or

can be used to contact a particular individual. The specific types of personal information we may collect through the Service can be grouped as follows:

(a) **Registration and Account Information.** You are able to browse most portions of the Service without needing to register for an account with us. If and when you request services or otherwise engage in certain ways with our Service, 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 Needed for the Service.** In connection with your access and use of our Service, we may collect the following:

- **Contact information** – First name, last name, mailing address, email address, billing address, and telephone number.
- **Business information** – If you are an employee of an Organization, your business or employer organization name, your position, your business address, your business email address, and your business telephone number.
- **Communication information** – Copies of communications and inquiries you have submitted to us, including through email, chat, calls, and features available on the Service.
- **Transaction information** – Details regarding purchases or transactions made with us to use the Service, which may include payments received, payment details, services purchased, transaction history, and other information.
- **Technical support information** – Details about any issues you are experiencing that require technical support that you submit to us through the Service or provide in response to us following up on your request for assistance.

(c) **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.

(d) **Information Related to Your Marketing Preferences.** We may collect and maintain details regarding informational and promotional materials you may have requested or received from us, the services in which you are interested, your receipt of promotional communications, and information on your marketing or communication preferences.

(e) **Information Regarding Your Device and Usage.** We may collect details regarding how and when you use our Service, including the device used to connect to our Site, your IP address and device identifier, the frequency and duration of your usage, the pages you view, what websites or search terms referred you to our Service, and information about your interaction with our Service.

(f) **Information from other Sources.** The information we collect may be combined with publicly available information or information we collect from other third-parties pursuant to the policies, rules and procedures of the services engaged in. Examples of third-parties from which we collect information are domain name registries and registrars and paid internet advertisements for services.

(g) 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.

(h) Tracking Technologies (e.g., 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:

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

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 Service, 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 Service, 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 Service. 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 Service that assist us with various aspects of our Service operations and services, such as Google Analytics.
- You may also encounter tracking technologies from third parties on certain pages of the Sites 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 Service to, among other things, track the activities of Site visitors, help us manage content, and compile statistics about Service 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 Service please review this Privacy Policy and our Tracking Technologies Policy

3. Uses, Retention and Storage

We (or our service providers acting on our behalf) process your information for the following purposes:

(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 the 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 Service, or to provide information to third parties at your request such as registries and registrars, neutrals, parties to disputes and courts); (iii) improve the Service, 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 Service and user behavior and prepare aggregated reports.

(c) Prevent Fraud and Comply with the Law. We use information from the Service 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 Service, 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, including when updates are made to this Policy or our Terms of Use.

(e) Mobile Data. We may use the information collected for any purpose set forth in this Privacy Policy when you access the Service 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 about you 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) Vendors. We may disclose your information with those vendors that we use to assist us with the providing the Service, including our IT system providers, website and mobile application providers, chatbot service providers, payment processors, or email providers.

(d) Additional Services Requests. You may have opportunities to request or register for other services on the Service. 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.

(e) 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.

(f) 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, including during the diligence process.

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

(h) 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.

(i) Aggregate and De-Identified Information. We may share aggregated and de-identified information with third parties for marketing, advertising, research, or other legitimate business purposes, as permitted by law.

(j) 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 Service. 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) Jurisdiction-specific Choices. If required by the laws of the country or state of your residence, you may request: (i) a copy 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 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. Residents of the EU/UK can learn more about their choices with respect to their personal information by reviewing the “General Data Protection Regulation” section below. Residents of California can learn more about their choices with respect to their personal information by reviewing the “California Residents” section below.

(e) Declining to Provide Information. You can choose not to provide us with information we may request through our Service, but that may result in you being unable to use certain features of our Service, request information about our services, or initiate other transactions with us.

(f) Do Not Track Mechanism. Please note that our Service does not honor “Do Not Track” signals, and such signals will not impact the operation of the Service.

(g) 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, unless prohibited by applicable law, 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 Service

Public Information. When you interact with our Service 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. Third Parties

Our Service 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.

9. 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.

10. 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.

11. 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.

12. Notification Regarding Review and Updates.

On occasion 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.

13. CALIFORNIA RESIDENTS

This section applies solely for residents of California ("consumers" as defined by the CCPA) and provides specific information for this group. We are required by the California Consumer Privacy Act (including as amended by the California Privacy Rights Act, the "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. In the past 12 months, we have collected the following categories of personal information of California consumers and disclosed such information to the following categories of third parties for the business purposes further described below:

Categories of PI Collected	Examples	Categories of Third Parties to Whom Disclosed
Identifiers	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, or other similar identifiers.	• IT and cloud/hosting service providers, such as our email providers, business application providers, managed services providers and IT consultants • Online analytics and marketing/advertising service providers • Financial institutions and payment processors • Customer contact service centers • Professional advisors (accountants, lawyers, and auditors) • Third parties assisting with the Services, such as ADR neutrals • Professional advisors (accountants, lawyers, and auditors)
Commercial information	Records of services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	• IT and cloud/hosting service providers, such as our email providers, business application providers, hosting providers, managed services providers, and IT consultants • Marketing/advertising service providers • Financial institutions and payment processors • Third parties assisting with the services, such as ADR neutrals • Professional advisors (accountants, lawyers, and auditors)
Internet or other similar network activity	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement (please see "Tracking Technologies" section for more	• IT and cloud/hosting service providers • Online analytics and marketing/advertising service providers

	information)	
Personal information types listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e))	First and last name, signature, physical characteristics or description, address, telephone number, employment. Some personal information included in this category may overlap with other categories.	• IT and cloud/hosting service providers, such as our email providers, business application providers, managed services providers and IT consultants • Online analytics and marketing/advertising service providers • Financial institutions and payment processors • Customer contact service centers • Third parties assisting with the Services, such as ADR neutrals • Professional advisors (accountants, lawyers, and auditors) • Professional advisors (accountants, lawyers, and auditors)
Sensory data	Audio recordings, voicemail, or similar information.	• IT and cloud/hosting service providers, such as our email providers, business application providers, hosting providers, and telephone communication providers

Please note that we may also use, disclose, or transfer your information in connection with the sale, merger, dissolution, restructuring, divestiture, or acquisition of our company or its assets. We may also disclose your personal information in response to a court order, subpoena, search warrant, law, or regulation.

Sensitive Personal Information. We do not collect or process “sensitive personal information” (as defined by the CCPA) for the purposes of inferring characteristics about California consumers. Accordingly, we treat any such information as “personal information” consistent with applicable provisions of the CCPA.

Sale or Share of Personal Information. We have not “sold” any categories of personal information about or “shared” any such information for the purposes of cross-context behavioral advertising (as those terms are defined by the CCPA) in the past 12 months. Likewise, we do not have actual knowledge of any sales or sharing of personal information regarding minors under 16 years of age.

Provider collects the categories of personal information listed above from the following sources:

- Direct collection: We collect information directly from you when you choose to provide it to us by filling out forms on our Site, using our Service, engaging in transactions with us, signing up to

receive promotional or information communications from us, communicating with us about the Service, or otherwise directly providing the information to us.

- Indirect and technology-based collection: We also collect certain information from you indirectly when you visit, use, or navigate our website or mobile application. Provider collects certain identifiers (such as IP addresses) and internet and similar network activity (such as website usage data) from you indirectly using cookie, pixels, and passive tracking technologies, as described in this Policy.
- Third-party collection: From time-to-time, we may obtain marketing or lead lists from third party vendors. We use these, for example, to send you marketing communications.

For each category of personal information identified above, Provider will only retain such information consistent with the criteria described in the “Data Retention” section below.

We collect and use your personal information for the following business purposes (as well as any other purposes as set forth in our Policy):

- Providing the Service, optimizing your experience on our Site, and ensuring that our content on our Site is presented to you in the most effective manner.
- Fulfilling transactions with your organization, processing payments, and managing the business relationship and transaction process.
- Communicating with you and responding to your inquiries about our services, including to provide you with promotional and informational communications regarding our Service, informing you about new services, updating you about changes to our Service, and investigating any concerns you may have.
- Developing, updating, and improving the Service, our customer service, customer experience, and marketing efforts, and otherwise improving our knowledge and insights regarding actual or potential providers, customers, and business partners.
- Preventing and detecting fraud, financial crime, hacking activities, security breaches, and other unlawful activities in connection with Provider or our services, or our affiliates and their services.
- Enforcing our agreements and complying with our legal or regulatory obligations.
- Performing other functions as otherwise described to you at the time of collection or to which you otherwise consent.

(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 or Share. Consumers in California have the right to opt-out of (1) the sharing of their personal information for the purposes of cross-context behavioral advertising (as defined in the CCPA), or (2) the sale of personal information. Because Provider does not “sell” or “share” personal information, these rights are not available.

(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:

- (i) Correct Inaccurate Information. If we maintain inaccurate personal information about you, you

have the right to request that we correct that inaccurate personal information, taking into account the nature of the personal information and the purposes of the processing of the personal information.

(ii) 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).

(iii) 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.

(iv) 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 disclosing their personal information
- categories of third parties/with whom we have disclosed their personal information
- categories personal information that we have disclosed with a third party for a business purpose
- categories of personal information collected

(c) Submitting Requests. You can submit 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 Service, by utilizing any of the options made available to you by us throughout the Service for this purpose, or by contacting us at 1-800-474-2371. Your request must include your name, e-mail address, mailing address, phone number, the nature of your inquiry and the context in which we may have received your information. If you are an agent submitting a request on behalf of a consumer, we may request that you submit a signed permission from the consumer authorizing you to make the request.

(d) Timing and Process. As indicated above, please be aware that the CCPA provides certain limitations and exceptions to the foregoing rights, which may result in us denying or limiting our response to your request. You may only make a verifiable consumer request for access or data portability twice within a 12-month period. We will only use personal information provided in a verifiable consumer request to verify the requestor's identity or authority to make the request. We may also request that you provide additional information if needed to verify your identity or authority to make the request. We cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you or the consumer on whose behalf you are making the request.

The CCPA requires us to respond to a verifiable consumer request within forty-five (45) days of its receipt; however, we may extend that period by an additional 45 days. If we require more time, we will inform you of the reason and extension period in writing. We will deliver our written response via e-mail. Any disclosures we provide will only cover the 12-month period preceding the receipt of the verifiable consumer request, provided that you may request disclosure beyond the 12-month period as permitted by the CCPA. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select the format of our response; the format will be readily useable and should allow you to transmit the information from

one entity to another. We will not charge a fee to process or respond to a verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing the request.

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. Consistent with the CCPA, we will not discriminate against you for exercising any of your CCPA rights by:

- Denying you services.
- Charging you different prices or rates for services, including through granting discounts or other benefits, or imposing penalties.
- Providing you a different level or quality of services.

Suggesting that you may receive a different price or rate for services or a different level or quality of services. California Civil Code § 1798.83 (California's Shine the Light Act) further permits California residents to request certain information regarding our disclosure of personal information to third parties for their direct marketing purposes. If you are a California resident, you may ask us to refrain from sharing your personal information with certain of our affiliates and other third parties for their marketing purposes. Please tell us your preference by contacting us at the contact information below.

14. General Data Protection Regulation

This section applies to residents of the European Union and United Kingdom and provides specific information for this group with respect to European Union's General Data Protection Regulation and the United Kingdom's version of the same (collectively, the "GDPR").

(a) Right of Access. Subject to certain exceptions, you have the right of access to your personal information that we hold. If you are requesting access to your data in order to protect the rights of others, we may require you to validate your identity before we can release that information to you

(b) 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.

(c) 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 contacts.

(d) 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.

(e) 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.

(f) Handling of Requests. With regard to the personal information discussed in this Policy, we are typically the “data controller” for such information under the GDPR. 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 or [contact us at 1-800-474-2371](tel:1-800-474-2371). 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.

(g) Lawful Basis under GDPR. We will process different types of information under different lawful bases under the GDPR depending on the nature of the information and your relationship with us. The following table describes how we plan to use your personal information and our lawful basis for doing so. We may process your personal information on more than one basis depending on the specific purpose for which we have collected or are otherwise using your information.

Purpose/Activity	Type of Information	Basis of Processing
To enter into and subsequently to manage our business relationship with you including: • Negotiating, entering into, and performing agreements with you, including our obligations to provide the Service • Responding to inquiries and providing customer support and service	• Contact Information • Account Information • Communication Information • Transaction Information • Technical Support Information • Device and Usage Information	• Necessary for our legitimate interests (to manage our business relationships and administer our operations including through the keeping of appropriate records) • Performance of a contract with you, including performance of the Service

• Managing and processing transactions for our services • Notifying you about changes to our Service, business terms, or this Policy • Communicating with you and responding to your inquiries regarding our Service, agreements with your company, and other issues		• Necessary to comply with legal obligations
To administer and protect our business and Service including: • Maintaining business records for legal purposes and to comply with tax requirements • Defending and advancing legal claims • Enforcing our rights under any agreements • Ensuring effective security for our Service and Site • Conducting Site maintenance • Identifying and addressing security risks and unlawful activity	• Contact Information • Account Information • Communication Information • Transaction Information • Technical Support Information • Device and Usage Information	• Necessary for our legitimate interests (running our business, facilitating administration and IT services, network security, to prevent fraud and in the context of a business reorganization or group restructuring exercise) • Necessary to comply with legal obligations
To make decisions about how best to deliver relevant content and advertisements to you, and otherwise market to you, and to better understand the effectiveness of our marketing efforts	• Marketing Information • Transaction Information • Communication Information • Device and Usage Information	Necessary for our legitimate interests (better understanding Site functionality and how users navigate and interact with the Service)
To advance and promote our business interests including contacting you regarding services or promotions that may be of interest, conducting surveys or soliciting feedback on our services, and updating, developing, and improving our services, customer service, and marketing efforts	• Contact Information • Marketing Information • Transaction Information • Device and Usage Information	Necessary for our legitimate interests (to enhance our services, improve our marketing strategies and develop our business)

If we transfer personal information from the EEA, Switzerland, or UK to the United States or any other

country, we will implement appropriate legal mechanisms to ensure an adequate level of personal data protection consistent with the GDPR's requirements. For example, if the recipient country has not received an Adequacy Decision from the European Commission (such as the United States), we will rely on Standard Contractual Clauses (SCC) that have been approved by the European Commission as the lawful mechanisms for such transfers. Further, we will enter into appropriate data processing agreements with all non-EU (sub)processors that contain SCCs and define data protection standards to be employed by each (sub)processor.

15. Data Retention

We will only retain your personal information for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or other mandatory reporting requirements. To determine the appropriate retention period we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorized use or disclosure, the purposes for which we process it, whether we can achieve those purposes through other means, and the applicable legal requirements. We also consider any specific limitation periods under applicable law.

16. Contact Us

The Service is controlled and operated by Provider. Whether you access the services through any of our affiliated Services, you may contact Provider by any of the means in the Contact section on the Service. You are able to email us at contact@ADRForum.com, call us at 1-800-474-2371, or write to us at FORUM, 6465 Wayzata Blvd, Suite 480, St. Louis Park, MN 55426, USA.