

The undersigned company (Third-Party Administrator or TPA) agrees to access the Services (as defined in the [Terms of Use](#)) provided by Arbitration Forums, Inc. (AF), as limited by the [Terms of Use](#) and only on behalf of each Member expressly granting the TPA authority in writing, as its legal representative, to bind the Member as if the Member was directly participating in the Services.

1. System Usage:

TPA acknowledges that AF’s Services, including Online Product(s) are only accessible to the TPA on one or more Member’s behalf. Permission to access the Services by a Member must be in writing in a format authorized by AF. The [Terms of Use](#), as incorporated by reference, govern use of the Services provided by AF, including Online Product(s). TPA acknowledges and agrees that AF must have written proof on file signed by each Member granting the TPA authority to access the Services. AF reserves the right to add, change, modify, suspend, or discontinue any of the Services and/or impose limits or restrict TPA’s access (including its Users, as defined in the [Terms of Use](#)) to any Services at its sole discretion and without notice or cause.

2. Code of Conduct:

TPA acknowledges and agrees that the company and its Users must observe professional business code of conduct principles and refrain from inappropriate conduct, as set forth in the [Terms of Use](#).

3. Jurisdiction, Scope, and Term:

This agreement is governed by the Choice of Law provisions of the [Terms of Use](#). TPA agrees to use the Services only as permitted by the [Terms of Use](#) and only on behalf of Member(s) granting the TPA permission to access the Services on Member’s behalf. Failure to obtain written permission to access the Services on Member’s behalf or the termination or withdrawal of permission by Member will result in termination of TPA’s access to the Services on Member’s behalf. To be clear, TPA has no independent right to access or use the Services, including Data and Information, for any purpose, except access permitted by a Member, authorized by AF and as governed by the [Terms of Use](#). **This agreement provides for annual automatic renewal on the anniversary of the Effective Date unless either party provides written notice of non-renewal no less than thirty (30) days prior to the anniversary of the Effective Date (subject to AF’s right to terminate this agreement as set forth below).**

4. Withdrawal and Termination:

Regardless of Member(s) authority granted to the TPA, if the Member withdraws or otherwise no longer participates in AF’s Services, the TPA’s access on behalf of the Member will terminate upon the effective date of the Member’s withdrawal or termination from AF. Notwithstanding any other provision of the Terms of Use or this agreement, **AF has the right to cancel or terminate this agreement in its sole discretion and without notice or cause.**

5. Confidential Information:

TPA agrees that use of the Services is confidential and governed by the confidentiality provisions of the [Terms of Use](#), including, but not limited to, maintaining the confidentiality of the Services.

6. Robotic Process Automation:

TPA acknowledges and agrees that use of Robotic Process Automation (RPA) is strictly prohibited unless permission is expressly granted by AF in accordance with the [Terms of Use](#), and that the term “Members” as used in the [Terms of Use](#) applies to the TPA in its capacity as a representative of each Member that grants the TPA authority to access the Services on the Member’s behalf.

7. Effective Date:

The Effective Date is the date signed by Arbitration Forums, Inc. below.

Company Name: _____

Arbitration Forums, Inc

Company Code: _____

Signature

Signature

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____