

FORUM WEBSITE TERMS AND CONDITIONS

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this document contains very important information regarding your rights and obligations, as well as conditions, limitations, and exclusions that might apply to you. please read it carefully. these terms and conditions effect your rights and require the use of arbitration on an individual basis to resolve disputes, rather than jury trials or class actions.

by using this website as well as any other version (collectively, this “website”), you affirm that you are of legal age to enter into these terms and conditions and you accept and are bound by these terms and conditions. you affirm that your use of this website is on behalf of an organization as part of your express duties and responsibilities, including as an employee within such organization or as a consultant hired by such organization to assist with procurement, and that you have the legal authority to bind such organization to these terms and conditions.

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- Acceptance of the Terms and Conditions. Your use of this Website and ANY services, (the “Services”) provided by Forum Contracting & Supply, Inc. (referred to as “us,” “we,” or “FORUM”) are subject to these Terms and Conditions (“Terms”), which include the Privacy Policy set forth on this Website, which is hereby incorporated into these Terms by reference.

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- Changes to the Terms and Conditions. forum may change these terms and conditions from time to time in its sole discretion. all such changes will be effective as of the “last updated date” referenced on this website. use of this website after such changes have been posted constitutes your acceptance of and agreement to all such changes. you agree to be bound by these terms as they exist on this website at the time you use this website or any services.

You are expected to check this page from time to time so that you are aware of any changes, as they are binding on you.

- Use of this Website and the Services. You may use this Website only in accordance with the Terms and Conditions and any posted policies and procedures that appear on this Website, and only for lawful purposes. You agree not to use this Website to: (a) transmit any material that infringes or misappropriates any third party’s copyright, trademark, trade secret, patent, or other proprietary rights, (b) transmit any material that is false, inaccurate, fraudulent, or misleading, (c) distribute computer viruses, worms, or software intended to damage or alter a computer system without the owner’s consent, (d) use “auto-responders,” “cancel-bots,” or other similar mechanisms that generate excessive network traffic or otherwise attempt to interfere with the proper working of this Website, (e) transmit any unlawful, harmful, defamatory, pornographic, obscene, vulgar, threatening, harassing or otherwise objectionable material, (f) send or relay any unsolicited advertising, junk mail, spam, or chain letters or any other similar solicitation, (g)

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- User ID, Password and Security. To access some of the resources on this Website, you may be asked to provide certain registration details or other information. It is a condition of your use of this Website that all the information you provide on this Website is correct, current, and complete. You agree that any information you provide on this Website, or otherwise, including, but not limited to, any interactive features on this Website, is governed by our Privacy Policy.

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- Indemnification. You agree to indemnify and hold Forum, its partners, affiliates, vendors, subcontractors, officers, employees, and agents harmless from any and all losses, liabilities, damages and/or costs (including reasonable attorneys’ fees) arising from any third-party claims arising from or related to your use of this Website or your violation of or failure to comply with these Terms and Conditions.

- Communications with Forum. Except as otherwise provided in the Privacy Policy regarding your personal information, any communication or material you transmit to Forum by email or otherwise, including any data, questions, comments, suggestions or the like, is, and will be treated as, non-confidential and nonproprietary. Except to the extent expressly covered by the Privacy Policy, anything you transmit or post may be used by Forum for any purpose, including, but not limited to, reproduction, disclosure, transmission, publication, broadcast and posting. Furthermore, you expressly agree that FORUM is free to use any ideas, concepts, know-how, or techniques contained in any communication you send to Forum without compensation and for any purpose whatsoever, including, but not limited to, developing, manufacturing and marketing products and services using such information.

- Privacy. FORUM takes the privacy of your personal information very seriously. Should you

have any questions about our Privacy Policy, please contact FORUM Customer Service at sales@forum-inc.com.

- Severability. If any part of these Terms and Conditions is held or declared to be invalid or unenforceable for any reason by any court of competent jurisdiction, such provision shall be ineffective but shall not affect any other part of these Terms and Conditions.

- Waiver; Remedies. The failure of Forum to partially or fully exercise any rights, or the waiver by Forum of any breach of these Terms and Conditions by you, shall not prevent a subsequent exercise of such right by Forum or be deemed a waiver by Forum of any subsequent breach by you of the same or any other provision of these Terms and Conditions. The rights and remedies of Forum under these Terms and Conditions and any other applicable agreement between you and Forum shall be cumulative, and the exercise of any such right or remedy shall not limit the right by Forum to exercise any other right or remedy.

- International Access. This Website is provided from the United States of America and all servers that make this Website available are located in the United States. The laws of other countries may differ regarding the access and use of this Website. Forum makes no representations or warranties regarding the legality of this Website in any other country, and it is your responsibility to ensure that your use of this Website complies with all applicable laws.

- Governing Law. The laws of the Commonwealth of Pennsylvania shall govern these Terms and any dispute arising therefrom or related thereto. Subject to the arbitration provision above, you hereby expressly consent to exclusive jurisdiction and venue in the courts located in the Commonwealth of Pennsylvania for all matters arising in connection with these terms or your access or use of this Website although Forum retains the right to bring any suit, action, or proceeding against you relating to these Terms and Conditions in any other jurisdiction. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

any cause of action or claim you may have arising out of or relating to these terms and conditions or this website or any services must be commenced within one (1) year after the cause of action accrues; otherwise, such cause of action or claim is permanently barred.

- Entire Agreement. These Terms and Conditions and the other policies and terms set forth on this Website and any terms in any applicable renewal notice set forth the entire agreement between you and FORUM on this subject matter and supersede all other negotiations, understandings, statements and agreements between you and FORUM.

Questions. Should you have any questions regarding these Terms and Conditions, you may contact Forum at sales@forum-inc.com for this Website.