

**Forma Group - Terms of Service**

Last updated on **January 2, 2026**

**NOTICE OF MANDATORY ARBITRATION PROVISION:**

**This Agreement contains provisions that govern how claims you and Forma Holdings LLC (dba Forma Group) and its affiliates** (“Forma EdTech,” “we,” “us,” “you”) **have against each other are resolved** (see Section 11, “Limitation of Liability”; Section 15, “Dispute resolution and arbitration: MANDATORY BINDING INDIVIDUAL ARBITRATION INSTEAD OF COURT; CLASS ACTION WAIVER”; and Section 16, “Choice of Law and Forum” below).

**It also contains an agreement to arbitrate, which will, with limited exception, require you to submit claims you have against us to binding and final arbitration, unless you opt-out of the agreement to arbitrate in accordance with Section 15(J). Unless you opt-out: (A) you will only be permitted to pursue claims against Forma Holdings LLC (dba Forma Group) and its affiliates on an individual basis, not as part of any class or representative action or proceeding, and (B) you will be permitted only to seek relief (including without limitation monetary, injunctive, and declaratory relief) on an individual basis.**

These Terms of Service (this “Agreement”) constitute a legally binding contract between Forma Group and you with respect to your use of our websites, mobile applications and online services, including without limitation our website(s) accessible at <https://formaedtech.com> and Office Hours (defined below) (collectively, the “Service”).

SUBJECT TO THE FOREGOING, BY ACCESSING OR USING THE SERVICE OR BY OTHERWISE INDICATING YOUR ASSENT TO THIS AGREEMENT BY CLICKING “I ACCEPT,” OR ANY SIMILAR MECHANISM, YOU REPRESENT AND WARRANT THAT YOU HAVE THE FULL RIGHT AND AUTHORITY TO ENTER INTO THIS AGREEMENT AND YOU ARE CONSENTING TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT ACCESS OR USE THE SERVICE.

BE ADVISED THAT THIS AGREEMENT CONTAINS DISCLAIMERS OF WARRANTIES AND LIMITATIONS ON LIABILITY THAT MAY BE APPLICABLE TO YOU.

**1. Changes to this Agreement**

We reserve the right to, at any time, with or without cause:

- change the terms and conditions of this Agreement;
- change the Service, including without limitation eliminating or discontinuing any service or other feature of the Service or using different URL(s) to provide the Service; and
- deny or terminate your use of and/or access to the Service.

You must accept all changes in order to continue to use and access the Service. Your access to or use of the Service after such changes constitutes your agreement to such changes. We will

attempt to notify you of any material changes to the terms and conditions of this Agreement. If you do not accept such changes, your use and/or access to the Service will be terminated.

## **2. Use of the Service**

Before using certain portions of the Service, such as accessing functionality to allow you to request individualized instructional sessions with Forma Group instructors, ("Office Hours") you may need to register with us and create an account to access such portions of the Service (an "Account").

We reserve the right to decline to provide the Service to any person, or to restrict access to any portion of the Service, for any or no reason. Only qualified participants may access certain portions of the Service or participate in Office Hours. If and when you register with or provide information to Forma Group, you agree to: (A) provide accurate, current, and complete information as prompted (including without limitation your contact information), and (B) maintain and update your information to keep it accurate, current, and complete. By providing Forma Group with your email address or other contact information, you consent to our use of this information to send you Service-related notices and other administrative notices, including without limitation any notices required by any applicable law, statute, rule, ordinance, code, guideline, order or regulation of any government or quasi-government authority ("Applicable Law"). You are solely responsible for the activity that occurs on your Account, including with respect to Office Hours. You must keep your Account credentials (including username and password) and any other access information secure at all times.

You may not share your Account with any third party without Forma Group's prior written consent. You must notify Forma Group immediately of any breach or suspected breach of security or unauthorized use of your Account. Forma Group will not be liable for any losses caused by any unauthorized use of your Account. You shall not, directly or indirectly, submit to the Service or to Forma Group any personally identifiable information or any other information that may be protected from disclosure by Applicable Law, except as necessary for the establishment and operation of your Account.

You represent and warrant that you have the full right, power, and authority to enter into and perform this Agreement without the consent or approval of any third party.

## **3. Purchases**

You must be 18 or older in order to make purchases through the Service, including Service subscriptions and Office Hours ("Service Offerings"). If you are under 18, you may use the Service only under the supervision of and with the involvement and authority of a parent or guardian that manages the account, and your parent and/or guardian agrees to be, and will be, held jointly and severally liable for any claims arising from your use of the Service. You agree that an order for Service Offerings is an offer to buy, under this Agreement, all Service Offerings listed in your order. All orders must be accepted by us or we will not be obligated to sell the Service Offerings to you. We may choose not to accept orders at our sole discretion, even after we send you a confirmation email with your order number and details of the Service Offerings you have ordered. All orders are subject to our acceptance and availability. All Service Offerings are deemed to be part of the Services.

Your total price for the Service Offerings will be stated on your purchase receipt and/or in a confirmation of your order by way of e-mail to the address you provide during the checkout

process. Terms of payment are within Forma Group's sole discretion, and, unless otherwise agreed to by Forma Group in an agreement specifically referencing this Section 3, payment must be received by Forma Group prior to Forma Group's acceptance of an order for Service Offerings.

With respect to courses that we make available to you, we offer a 7-day refund window from the date of purchase, provided you have completed less than 15% of the course as measured by the greater of video watch time or assessment completion, as determined in good faith by Forma Group, based on system-tracked progress metrics. Refund requests must be submitted via email to [support@formaedtech.com](mailto:support@formaedtech.com) with subject line 'Refund Request – [Course Title]' and include enrollment date, full name, and user email. Initiating a chargeback while a refund request is pending may void eligibility. Refund determinations are made at Forma's sole discretion and are final.

**ALL OTHER PURCHASES, INCLUDING OFFICE HOURS ARE NON-REFUNDABLE.** We may use third-party service providers to process transactions on the Service and all payments for Products must be made in the manner specified by such third-party service providers. Any price offers or advertisements given by Forma Group will be valid for the period stated on the offer or advertisement, with the exception that Forma Group reserves the right to reject any sale at any time and for any reason, including without limitation for a misprint in the price offer or advertisement. Prices offered or advertised do not include shipping and handling or applicable taxes, which will be added to the price you pay.

Forma Group may revise pricing for any Service Offering or revise or discontinue any Service Offering at any time.

#### **4. Rules Governing Your Use of the Service**

You acknowledge and agree to comply with our Office Hours Policy, found here <https://formaedtech.com/office-hours-policy/>.

You may not use the Service, or assist or encourage any other party to use the Service, to engage in any activity that Forma Group deems objectionable, including without limitation any of the following prohibited activities:

- Copying, framing or mirroring any part of the Service;
- Accessing the Service for purposes of monitoring its availability, performance, or functionality;
- Using, copying, modifying, creating a derivative work of, reverse engineering, decompiling or otherwise attempting to extract the source code of the software underlying the Service or any part thereof, except to the extent expressly permitted or required by any applicable law, statute, rule, ordinance, code, order or regulation of any government or quasi-government authority ("Applicable Law") provided that you first give prior written notice to Forma Group;
- Attempting to disrupt, degrade, impair or violate the integrity or security of the Service or the computers, services, accounts or networks of any other party (including without limitation "hacking," "denial of service" attacks, etc.), including without limitation any activity that typically precedes attempts to breach security such as scanning, probing or other testing or vulnerability assessment activity or engaging in or permitting any network or hosting activity that results in the blacklisting or other blockage of Forma Group internet protocol space;

- Distributing or disclosing any part of the Service in any medium, including without limitation by any automated or non-automated “scraping”;
- Using any automated system, including without limitation “robots,” “spiders,” “offline readers,” etc., to access the Service in a manner that sends more request messages to Forma Group than a human can reasonably produce in the same period of time by using a conventional web browser;
- Taking any action that imposes, or may impose, as we determine in our sole discretion, an unreasonable or disproportionately large load on our infrastructure;
- Accessing any content on the Service through any technology or means other than those provided or authorized by the Service;
- Bypassing the measures we may use to prevent or restrict access to the Service, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Service or the content therein;
- Violating any Applicable Law or encouraging any conduct that could lead to such a violation, constitute a criminal offense or give rise to civil liability;
- Removing any copyright, trademark or other proprietary or intellectual property right notices contained in or on the Service; and/or
- Executing any form of network monitoring or running a network analyzer or packet sniffer or other technology to intercept, decode, mine or display any packets used to communicate between the Service’s servers or any data not intended for you.

Improper use of the Services may result in civil or criminal liabilities to you or the termination of access by us to the Services.

## 5. Intellectual Property

A. Your Rights. Subject to the terms and conditions of this Agreement, you are hereby granted a non-exclusive, non-transferable, non-sublicensable, and revocable license to access and use the Service solely for your own internal use. Forma Group reserves all rights not expressly granted herein in the Service. Except as expressly set forth herein, no rights or licenses are granted to you under this Agreement, whether by implication, estoppel or otherwise.

### B. Forma Group Rights.

- **User Content License**. You expressly grant, and you represent and warrant that you have all rights necessary to grant, to Forma Group a royalty-free, fully paid-up, fully sublicensable (through multiple tiers of sublicensees), fully transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, distribute, modify, reproduce, publicly display, publicly perform and create derivative works of all information, data, materials, and content you provide to Forma Group (collectively, “User Content”), and Forma Group will be free to use and exploit such User Content without obligation or liability to you, financial or otherwise, for the purposes of (i) providing the Service, (ii) marketing, selling or otherwise providing products and services using the Service, or (iii) developing, maintaining, supporting or improving the Service. You agree that all User Content is non-confidential and may be used, collected, stored, shared, or otherwise exploited by us or on our behalf without limitation, including without limitation in order to provide the Service. Forma Group aggregates User Content with other data and also collects technical information and data about your use of the Service. You expressly agree that Forma Group may use any aggregated and anonymized data for any purpose during or after the term of

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this Agreement, including without limitation to develop and improve the Service or otherwise develop and improve Forma Group services and products.

C. Proprietary Rights. The Service is owned and operated by Forma Group, and the Service (and all intellectual property and other rights relating thereto) is and will remain the property of Forma Group. The Service is protected by U.S. and international copyright, trademark and other Applicable Laws, and you acknowledge that these rights are valid and enforceable. The Service may be used by you solely to the extent expressly permitted in this Agreement. Use of the Service by you for any other purpose is strictly prohibited. You acknowledge that you do not acquire any ownership rights by using the Service. The trademarks, trade names, service marks, brands, logos, and trade dress displayed on the Service (collectively, the “Forma Group Trademarks”) are the registered and unregistered intellectual and proprietary property of Forma Group and/or others. Nothing contained in this Agreement or the Service should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Forma Group Trademark(s) without the express written permission of Forma Group or the third-party owner of any such Forma Group Trademark.

D. User Content. You are solely responsible for any User Content that you submit, post, or display on or via the Service. Without limitation to the restrictions set forth in Section 4, you represent and warrant that: (i) you own the User Content or otherwise have the right to grant the rights and licenses set forth in this Agreement; (ii) the use of your User Content does not and will not violate, misappropriate or infringe on the rights of any third party, including, without limitation, privacy rights, publicity rights, copyrights, trademark and/or other intellectual property rights; (iii) the User Content does and will comply with Applicable Law. You acknowledge and agree that your relationship with Forma Group is not a confidential, fiduciary, or other type of special relationship, and that your decision to submit any User Content does not place Forma Group in a position that is any different from the position held by members of the general public, including without limitation with regard to your User Content.

## 6. Third-Party Links

Forma Group uses third party products and services to provide the Service, including without limitation, other websites, apps and/or platforms to which User Content has been shared or embedded using the Service (hereinafter “External Services”).

Forma Group does not have or maintain any control over the External Services and is not and cannot be responsible for their content, operation or use. By linking or otherwise providing access to any External Services, Forma Group does not give any representation, warranty or endorsement, express or implied, with respect to the legality, accuracy, quality or authenticity of content, information or services provided by such External Services.

External Services may have their own terms of use and/or privacy policy and may have different practices and requirements than Forma Group with respect to the Service. You are solely responsible for reviewing any terms of use, privacy policy or other terms governing your use of these External Services, which you use at your own risk. You are advised to make reasonable inquiries before entering into any transaction, financial or otherwise, and whether online or offline, with any third party related to any External Services.

When using External Services, you are solely responsible for protecting yourself from fraud and for protecting your computer systems from viruses, worms, Trojan horses, and other harmful or

destructive content and material that may be included on or may emanate from any External Services.

Forma Group disclaims any and all responsibility or liability for any harm resulting from your use of External Services, and you hereby irrevocably waive any claim against Forma Group with respect to the content or operation of any External Service.

## **7. Competency**

You hereby affirm that you are at least 18 years old and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations and warranties set forth in this Agreement and to abide by and comply with this Agreement.

## **8. Privacy Notice**

Your use of the Service shall be subject to Forma Group's Privacy Notice (the "Privacy Notice"), which can be accessed here. You expressly consent to the practices described in the Privacy Notice. Forma Group reserves the right to modify the Privacy Notice in its discretion from time to time. Access to or use of the Service after any such changes shall constitute your agreement to such changes.

## **9. Term & Termination**

This Agreement is effective from the date on which you first access the Service and shall remain effective until terminated in accordance with its terms. Forma Group may immediately terminate this Agreement, and/or your access to and/or use of the Service, or any portion thereof, at any time and for any reason, with or without cause, without prior notice. Forma Group may also terminate this Agreement immediately if you fail to comply with any term or provision of this Agreement. Upon termination of this Agreement, your right to access and use the Service shall immediately cease and you shall cease all access to and use of the Service. In the event of termination of this Agreement for any reason, Sections 1, 2, 3, 4, 5(B)-(D), and 6–17 shall survive, except that you shall no longer have any right to access or use the Service.

We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service, or any part or portion thereof, with or without notice to you. You agree that we shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service, or any part or portion thereof. Nothing in this Agreement shall be construed to obligate Forma Group to maintain and support the Service, or any part or portion thereof, during the term of this Agreement.

## **10. Disclaimers**

THE SERVICE, INCLUDING SERVICE OFFERINGS, IS PROVIDED "AS IS," "AS AVAILABLE" AND "WITH ALL FAULTS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, COMPLETENESS, QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE, AND ANY WARRANTIES THAT THE SERVICE IS CURRENT AND/OR UP-TO-DATE OR THAT YOUR USE OF THE SERVICE WILL BE UNINTERRUPTED, COMPLETE, ACCURATE, CURRENT, RELIABLE, ERROR-FREE,

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SECURE, OR THAT ANY PROBLEMS WILL BE CORRECTED, OR THAT THE SERVICE, OR ANY INFORMATION, SOFTWARE, OR OTHER MATERIAL ACCESSIBLE FROM THE SERVICE, IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW.

THERE IS NO WARRANTY, REPRESENTATION, OR GUARANTEE THAT THE SERVICE, OR YOUR USE OF THE SERVICE, OR ANY INFORMATION, MATERIAL, OR CONTENT ACCESSIBLE USING THE SERVICE OR ANY SERVICE OFFERING, WILL BE UNINTERRUPTED, COMPLETE, ACCURATE, CURRENT, RELIABLE, ERROR-FREE, SECURE, OR THAT ANY PROBLEMS WILL BE CORRECTED, OR THAT THE SERVICE, OR ANY INFORMATION, SOFTWARE, OR OTHER MATERIAL ACCESSIBLE FROM THE SERVICE OR ANY SERVICE OFFERING, IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, INCLUDING ANY AMOUNTS WITH RESPECT TO REFERRALS. WE DO NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATION REGARDING THE USE OF, OR THE RESULTS OF THE USE OF, THE SERVICE AND YOU ASSUME ALL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SERVICE AND YOUR RELIANCE THEREON. WE DO NOT WARRANT THAT YOUR USE OF THE SERVICE WILL BE IN COMPLIANCE WITH OR MEET ANY REQUIREMENTS OF ANY GOVERNING AUTHORITY AND WE HAVE RESPONSIBILITY OR LIABILITY FOR ERRORS OR INACCURACIES IN REFERRALS OR ANY USER AGREEMENTS, ANY LEGAL DISPUTES BETWEEN USERS, INCLUDING AGENTS REGARDING REFERRAL COMMISSION PAYMENTS, VIOLATIONS OF ANY APPLICABLE LAWS OR ANY OTHER RULES OR POLICIES OF ANY GOVERNING AUTHORITY, ANY LOSSES, DAMAGES, OR LIABILITY RESULTING FROM ANY USERS' FAILURE TO COMPLY WITH APPLICABLE LAWS, OR ANY CLAIMS, DEMANDS, PROCEEDINGS, OR ACTIONS BROUGHT BY ANY GOVERNING AUTHORITY.

### **11. Limitation of Liability**

NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY OF ANY KIND, NEITHER FORMA EDTECH NOR ANY OF ITS AGENTS, SUCCESSORS, OR ASSIGNS, NOR OUR OR THEIR DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS, OR OTHER REPRESENTATIVES, ARE RESPONSIBLE OR LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION ANY LOSS OF PROFITS, LOST SAVINGS, OR LOSS OF DATA) UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY MANNER TO THE SERVICE, INCLUDING ANY SERVICE OFFERINGS, WHETHER OR NOT WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR LIABILITIES. FORMA EDTECH'S MAXIMUM AGGREGATE LIABILITY TO YOU SHALL NOT EXCEED THE TOTAL AMOUNTS YOU HAVE PAID FORMA GROUP IN THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE APPLICABLE CLAIM.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES AND/OR LIABILITIES, SO CERTAIN OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

### **12. Indemnification**

You agree to fully indemnify, defend (at Forma Group's request), and hold harmless Forma Group, our agents, successors, and assigns, and our and their directors, officers, employees,

consultants and other representatives (collectively, the “Forma Group Parties”) from and against any and all claims, damages, losses, costs (including reasonable attorneys’ fees) and other expenses that arise directly or indirectly out of or from: (A) your actual or alleged breach of this Agreement; (B) any allegation that any User Content or other materials you submit to us or transmit to the Service infringe, misappropriate, or otherwise violate the copyright, patent, trademark, trade secret or other intellectual property or other right of any third party; (C) your activities in connection with the Service or any other website to which the Service is linked; including Office Hours; (D) your negligence or willful misconduct; (E) your use of the results, content, data, or information provided via the Service; (F) any service or product offered by you in connection with or related to your use of the Service; and/or (G) your violation of any Applicable Law or any claims, demands, proceedings, or actions brought related thereto.

### **13. Jurisdictional Issues**

Forma Group makes no representation that the Service operates (or is legally permitted to operate) in all geographic areas or that the Service is appropriate or available for use in other locations. Accessing the Service from territories where the Service or any content or functionality of the Service or portion thereof is illegal is expressly prohibited. If you choose to access the Service, you agree and acknowledge that you do so on your own initiative and at your own risk and that you are solely responsible for compliance with all Applicable Laws. The Service is operated from the United States. If you are located outside of the United States and choose to use the Service or provide your User Content to us, your User Content will be transferred, processed, and stored in the United States. U.S. privacy laws may not be as protective as those in your jurisdiction. Your agreement to the terms of this Agreement or your submission of your User Content in connection with the Service represents your agreement to this practice. If you do not want your User Content transferred to or processed or stored in the United States, you should not use the Service.

### **14. Notice for California Users**

Under California Civil Code Section 1789.3, California Service users are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 N. Market Blvd., Suite N 112, Sacramento, California 95834, or by telephone at (800) 952-5210.

### **15. Dispute resolution and arbitration: MANDATORY BINDING INDIVIDUAL ARBITRATION INSTEAD OF COURT; CLASS ACTION WAIVER**

A. Binding Arbitration. You and Forma Group both agree that any and all disputes or claims arising out of or relating in any way to Forma Group products or services or from any advertising for any such products or services, including any question regarding the existence, validity, or termination of the Agreement as well as any issue regarding the interpretation of this Section 14, will be resolved by binding arbitration before a sole arbitrator (rather than in court), except that you may assert claims in small claims court if your claims qualify and Forma Group may pursue a collection action against you in court. This also includes any claims that arose before you accepted the Agreement, regardless of whether prior versions of the Agreement required arbitration. The Federal Arbitration Act (9 U.S.C. § 1 et seq.) and federal arbitration law apply to this arbitration agreement.

B. Neutral Arbitrator. Arbitration uses a neutral arbitrator instead of a judge and jury. An arbitrator can award on an individual basis the same damages and relief as a court (including injunctive

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and declaratory relief or statutory damages) and must follow the terms of the Agreement as a court would. Arbitration procedures allow for more limited discovery, and court review of an arbitration award is limited.

C. Notice. If you have a dispute and elect to seek arbitration or file a claim in small claims court, you must first send to Forma Group, by certified mail, a written notice of your claim that (i) describes the nature and basis of the claim or dispute; (ii) sets forth the specific relief sought; and (iii) includes a physical address and email address where you may be reached ("Notice"). The Notice must be addressed to: 37 S Main Street Suite 205, Chambersburg, PA 17201 ("Notice Address"). You may download or copy a form Notice at [www.adr.org](http://www.adr.org). If Forma Group and you do not reach an agreement to resolve the claim within sixty (60) days after the Notice is received, you or Forma Group may commence an arbitration proceeding or file a claim in small claims court.

D. Initiation of Arbitration. You may download or copy a form to initiate arbitration at [www.adr.org](http://www.adr.org).

E. Consumer Arbitration Rules. The arbitration will be governed by the AAA's then current Consumer Arbitration Rules, as modified by the terms of the Agreement, and will be administered by the AAA. The AAA Rules and Forms are available online at [www.adr.org](http://www.adr.org) or by calling the AAA at 1-800-778-7879. In the event of any conflict between the terms of the Agreement and the AAA Consumer Arbitration Rules, the terms of the Agreement will apply.

F. Fees. Each party will bear its own fees in connection with the arbitration, including the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence at any arbitration hearing.

G. Hearings. If your claim is for US\$25,000 or less, you and Forma Group agree that you may choose whether the arbitration will be conducted solely on the basis of documents or through a telephonic hearing. You may also request an in-person hearing, which the arbitrator may grant at his or her discretion. If the arbitrator grants an in-person hearing, such hearing will be conducted either at a mutually agreed location or a location determined by the AAA or the arbitrator. In such an in-person hearing, the parties, or any of their witnesses, have the right to participate remotely by way of videoconference or some similar means. If your claim exceeds US\$25,000, the right to a hearing will be determined by the arbitrator. All in-person hearings will be held in Philadelphia, PA.

H. No Class Action. You and Forma Group agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, representative, consolidated, or mass action. Neither you nor Forma Group may join or consolidate claims by or against a third party or arbitrate or otherwise participate in any claim as a class representative, class member or in a private attorney general capacity. If this provision is found to be unenforceable, then the entirety of this Section 14 shall be null and void.

I. Confidentiality. Any arbitration will be confidential. Neither you, Forma Group, the AAA, nor the arbitrator may disclose the existence, content (including any oral or written submissions), or results of any arbitration, except as may be required by Applicable Law or for purposes of enforcing or challenging of the arbitration award.

J. Opt-Out. You may opt out of this dispute resolution procedure by providing written notice to Forma Group at the Notice Address no later than thirty (30) calendar days from the date of your purchase of Forma Group products or services (or date of first use, in the case of free products or services). Opting out of this dispute resolution procedure will not otherwise affect the coverage

or applicability of the Agreement or your ability to use Forma Group products or services in any way.

K. Time Limitation on Claims. You agree that any claim you may have arising out of or related to your relationship with Forma Group and this Agreement must be filed within one year after such claim arose; otherwise, your claim is permanently barred.

## **16. Choice of Law and Forum**

Without limiting Section 15 of this Agreement and your relationship with Forma Group, disputes between the you and Forma Group shall be governed by, and construed and interpreted in accordance with, the Federal Arbitration Act, applicable federal law, and the laws of the State of Delaware without regard to conflict of laws principles AND WILL SPECIFICALLY NOT BE GOVERNED BY THE UNITED NATIONS CONVENTIONS ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS, IF OTHERWISE APPLICABLE. Subject to Section 15, the parties irrevocably consent to bring any action to enforce this Agreement in the federal or state courts located in Philadelphia, PA and you consent to the exclusive jurisdiction of the federal or state courts located in Philadelphia, PA.

## **17. Miscellaneous**

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions will nevertheless remain in full force and effect, and such provision will be reformed in a manner to effectuate the original intent of the parties as closely as possible and remain enforceable. If such reformation is not possible in a manner that is enforceable, then such term will be severed from the remaining terms, and the remaining terms will remain in effect. This is the entire Agreement between you and us relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements between you and us with respect to such subject matter. This Agreement may not be changed, waived or modified except by Forma Group posting such changes, waivers or modifications within the Services. If any employee of Forma Group offers to modify this Agreement, he or she is not acting as an agent for Forma Group or speaking on Forma Group's behalf. You may not rely, and should not act in reliance on, any statement or communication from an employee of Forma Group or anyone else purporting to act on Forma Group's behalf. This Agreement is between you and Forma Group; there are no third-party beneficiaries. You are responsible for compliance with all Applicable Laws, including without limitation United States export and import regulations. You may not use the Service if you are a resident of a country embargoed by the United States or are a foreign person or entity blocked or denied by the United States government. No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement. Neither this Agreement nor any right, obligation or remedy hereunder is assignable, transferable, delegable or sublicensable by you except with Forma Group's prior written consent, and any attempted assignment, transfer, delegation or sublicense shall be null and void. Forma Group may assign, transfer or delegate this Agreement or any right or obligation or remedy hereunder in its sole discretion. Forma Group shall not be in breach of this Agreement nor liable for any delay in performing, or failure to perform, any of its obligations under this Agreement, if such delay or failure result from events, circumstances or causes beyond its reasonable control. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. Except as explicitly stated otherwise, legal notices shall be served, in the case of Forma Group, at 37 S Main Street Suite 205, Chambersburg, PA 17201, or, in your case, to contact information you choose to provide us. Notice to you shall be deemed given 24 hours after the e-mail is sent. Any heading, caption or

section title contained in this Agreement is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof.