

User Agreement for United States Arbitration & Mediation Website

Effective Date: January 1, 2025

This User Agreement ("Agreement") governs your access to and use of the United States Arbitration & Mediation ("USAM," "we," "us," or "our") Website ("Website"). By accessing or using the Website, you agree to comply with this Agreement. If you do not agree to these terms, you must not use the Website.

1. **Access and Use**

1.1 **Eligibility**: You must be at least 18 years old to use the Website. By using the Website, you represent and warrant that you meet this age requirement.

1.2 **User Account**: To access certain features of the Website, you must create a user account. You agree to provide accurate, current, and complete information during the registration process and to update such information to keep it accurate, current, and complete.

1.3 **Account Security**: You are responsible for maintaining the confidentiality of your account information, including your password. You agree to notify USAM immediately of any unauthorized use of your account or any other breach of security.

2. **Features and Services**

The Website allows you to:

- Schedule mediations or arbitrations
- View and pay invoices
- Access confidential documents related to your matters

3. **Confidentiality and Privacy**

3.1 **Confidential Information**: You acknowledge that all documents and information accessed through the Website are confidential and may be protected by law. You agree to use this information solely for the purpose of your matter and not to disclose it to any third party without prior written consent from USAM.

3.2 **Privacy Policy**: Your use of the Website is also governed by our Privacy Policy, which outlines how we collect, use, and protect your information. By using the Website, you consent to the collection and use of your information as described in the Privacy Policy.

4. **Payments**

4.1 **Payment Processing**: All payments made through the Website are processed through third-party payment processors. You agree to comply with the terms of service of any such third-party processors.

4.2 **Refund Policy**: Payments for services are non-refundable unless otherwise stated in writing by USAM.

5. **Termination**

USAM reserves the right to suspend or terminate your access to the Website at any time, for any reason, including but not limited to a breach of this Agreement. Upon termination, your right to use the Website will cease immediately.

6. **Limitation of Liability**

To the fullest extent permitted by law, USAM shall not be liable for any indirect, incidental, special, consequential, or punitive damages arising from or related to your use of the Website, including but not limited to loss of profits, data, or goodwill.

7. **Indemnity**

You agree to indemnify, defend, and hold harmless USAM, its directors, officers, employees, consultants, and agents from any and all third-party claims, liability, damages, and/or costs (including, without limitation, legal fees) arising from your use of the Website or your breach of this Agreement.

8. **Governing Law and Disputes**

This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, without regard to its conflict of law principles. In the event of a dispute, you hereby consent to personal jurisdiction in the courts located in St. Louis, Missouri, and waive any arguments relating

to personal jurisdiction or venue in such courts.

9. **Changes to the Agreement**

USAM reserves the right to modify this Agreement at any time. We will notify you of any changes by posting the new Agreement on the Website. Your continued use of the Website after any such changes constitutes your acceptance of the new Agreement.

10. **Waiver**

If you breach this Agreement and USAM does not take action, USAM shall not be deemed to have waived said breach and shall not be deemed to consent to any future breach of this Agreement.

11. **Invalidity**

If any part of this Agreement is unenforceable, the enforceability of any other part of this Agreement will not be affected, and all other parts of this Agreement shall remain in full force and effect. Where possible, any clause/sub-clause or part of a clause/sub-clause can be severed to render the remaining part valid, and it shall be interpreted accordingly.

12. **Contact Information**

If you have any questions about this Agreement or the Website, please contact us at:

United States Arbitration & Mediation

500 N. Broadway, Suite 1800

Saint Louis, MO 63102

Email: support@milesadr.com

Phone: 800-844-4237

By using the Website, you acknowledge that you have read, understood, and agree to be bound by this Agreement.