

# E-Subro Hub® Participation Agreement

The undersigned company (Participant) agrees to utilize Arbitration Forums, Inc.'s (AF) electronic subrogation demand and response Online Product (E-Subro Hub).

## 1. System Usage:

Participant acknowledges that AF's Online Product, E-Subro Hub, involves the exchange of legitimate subrogation demand information between participating companies. The [Terms of Use](#), as incorporated by reference, govern use of the Services provided by AF, including E-Subro Hub. Participant is willing to enter into an extended agreement with AF for participation in E-Subro Hub.

## 2. Code of Conduct:

Participant usage of E-Subro Hub, including the Computer System (as defined in the [Terms of Use](#)) and Online Products (as defined in the [Terms of Use](#)), should observe professional business code of conduct principles and refrain from inappropriate conduct, as set forth in the [Terms of Use](#). Attachments only relevant to settling the claims should be submitted via E-Subro Hub.

## 3. Jurisdiction, Scope, and Term:

Participant agrees to use E-Subro Hub to send and/or receive subrogation demands within the agreed upon state(s) and use E-Subro Hub 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. Change of agreed to state(s) must be submitted in writing.**

*There are no fees for using E-Subro Hub.*

## 4. Notification:

Participant agrees to accept all subrogation demands from E-Subro Hub as legal and proper notice.

## 5. Withdrawal:

Participant may withdraw from E-Subro Hub by notice in writing to AF. Participant may be terminated by AF by notice in writing. Such withdrawal or termination will be effective **30 business days** after receipt of notice of withdrawal or termination. Participant agrees to complete any demands remaining in the system prior to the date of withdrawal or termination.

## 6. Contacts and Communication:

Communication provided under this E-Subro Hub Agreement or for any other purpose related to E-Subro Hub will be given in written format either by email, overnight, or certified mail at the address set forth below or such other address as given in writing by Participant or AF:

Participant:

**Company:**

**Address:**

**Telephone:**

**Email:**

**Attn:**

Provider:

Arbitration Forums, Inc.  
3820 Northdale Boulevard, Suite 115  
Tampa, FL 33624  
(813) 931-4004  
membership@arbfile.org

**7. Nonpublic Personal Information:**

Participant agrees that the use of E-Subro Hub is subject to the [Terms of Use](#), including maintaining the confidentiality of the Services.

**8. Confidential Information:**

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

AF acknowledges and agrees that subrogation demands transmitted using the system and all information regarding cases in controversy and personally identifiable information of third parties shall be maintained in strict confidence by AF and its contractors and used solely and exclusively within the system and accessed solely and exclusively by the Participant and its correspondent parties in any subrogation case and by employees and contractors of AF but only to the extent necessary to maintain the system in operation.

**Company Name:** \_\_\_\_\_ **Arbitration Forums, Inc.**

**Company Code:** \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name: Kathleen D. Mahne

\_\_\_\_\_  
Title

\_\_\_\_\_  
SignatureTitle: President and CEO

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date