

ICC Dispute Resolution Library Terms of Service

1. ACCEPTANCE OF TERMS

Welcome to the ICC Dispute Resolution Library (ICC DRL). ICC DRL provides its service to you, subject to the following Terms of Service ("TOS"), which may be updated by us from time to time. When using the ICC DRL services, you are deemed to agree to these Terms of Service at all times.

2. DESCRIPTION OF SERVICE

ICC DRL is a joint initiative by ICC and Coastline Solutions which provides users with fully searchable access to a rich collection of on-line Dispute Resolution resources published by the International Court of Arbitration and other organizations or individuals (the "Service").

Additional resources will be added to the Service over time as they become available. You understand and agree that the Service is provided "AS-IS" and that ICC DRL assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any information.

3. ICC DRL PRIVACY POLICY

As part of your registration to access the service you must provide certain information about yourself and/or your organization. We are committed to keeping this information private, and ICC DRL, ICC, and Coastline Solutions will not share your information with any third party without your consent.

We will use your personal information only for the purposes of providing the service to you. We will communicate with you by e-mail, mail or telephone as necessary to provide you updates on the Service, or in relation to your subscription.

4. MEMBER ACCOUNT, PASSWORD AND SECURITY

You will receive a username and password on completing the Service's registration process. Your username is for your use only and may not be shared with other individuals. Each user must have their own personal username to access the service. Usernames and passwords may not be shared.

You are responsible for maintaining the confidentiality of the username and password and are fully responsible for all activities that occur under your username and password. You agree to immediately notify ICC DRL of any unauthorized use of your Username and password or any other breach of security relevant to ICC DRL.

ICC DRL grants you a personal, non-exclusive right and license to access ICC DRL for a period in time covered by the subscription. You may not transfer this license by direct sale or barter but you may move the license to another named user by contacting ICC DRL.

We reserve the right to monitor use of your username and password including, for example, electronic monitoring of IP addresses. Where we believe the username is being shared we may withdraw your access to the service without refund of any subscription fees.

5. MEMBER CONDUCT

You are entirely responsible for all Content that you upload, post, email or otherwise transmit via the Service. Under no circumstances will ICC DRL be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content in the Service.

You agree to not use the Service to:

a. upload, post, email or otherwise transmit any Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;

b. impersonate any person or entity, including, but not limited to, an ICC DRL member, ICC staff member or Coastline Solutions employee;

c. upload, post, email or otherwise transmit any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;

d. upload, post, email or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam" or any other form of solicitation;

e. upload, post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or

telecommunications equipment;

f. interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;

g. collect or store personal data about other users.

You acknowledge that ICC DRL does not pre-screen Content, but that ICC DRL shall have the right (but not the obligation) in their sole discretion to refuse or move any Content that is available via the Service. Without limiting the foregoing, ICC DRL shall have the right to remove any Content that violates the TOS or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content.

6. SPECIAL ADMONITIONS FOR INTERNATIONAL USE

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the country in which you reside.

7. INDEMNITY

You agree to indemnify and hold Coastline Solutions and ICC, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, made by any third party due to or arising out of Content you submit, post to or transmit through the Service, your use of the Service, your connection to the Service, your violation of the TOS, or your violation of any rights of another.

8. NO RESALE OF SERVICE

You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service.

9. MODIFICATIONS TO SERVICE

ICC DRL reserves the right at any time to modify or discontinue temporarily, the Service (or any part thereof) with or without notice. You agree that ICC DRL shall not be liable to you or to any third party for any modification, suspension or discontinuance of parts of the Service.

10. TERMINATION

You may terminate your subscription to ICC DRL provided that you can clearly show consistent failure to access the service resulting from failure in the delivery of the service by ICC DRL. A request for termination must be submitted in writing to Coastline Solutions at the address given below. Upon approved termination Coastline Solutions will refund you the equivalent amount of any remaining full quarters of your subscription.

You agree that ICC DRL, in its sole discretion, may terminate your username and password or use of the Service, Service if ICC DRL believes that you have violated or acted inconsistently with the letter or spirit of the TOS. You agree that any termination of your access to the Service under any provision of this TOS may be effected without prior notice.

11. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ICC DRL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

b. ICC DRL MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE.

c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ICC DRL OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

12. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT ICC DRL SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT,

INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF ICC DRL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (iv) ANY OTHER MATTER RELATING TO THE SERVICE.

13. EXCLUSIONS AND LIMITATIONS

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF MAY NOT APPLY TO YOU.

14. TRADEMARK INFORMATION

ICC DRL, the ICC DRL logo, and any other ICC DRL logos and product and service names are trademarks of ICC DRL. Without ICC DRL's prior permission, you agree not to display or use these in any manner.

The ICC logos, associated names and trademarks, ICC Services logos, associated names and trademarks, and ICC International Court of Arbitration logos, associated names and trademarks are the property of these organizations and cannot be used in any way without the prior permission of these organizations.

15. COPYRIGHTS and COPYRIGHT AGENTS

ICC DRL respects the intellectual property of others, and we ask our users to do the same.

If you believe any work has been copied in a way that constitutes copyright infringement, please provide ICC DRL with all relevant information at the following address.

ICC DRL
Coastline Solutions
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By phone: +353 (0) 1 2352166

Or by email: iccdrl@coastlinesolutions.com

16. VIOLATIONS

Please report any violations of the TOS to our webmaster at iccdrl@coastlinesolutions.com