

Visitors' Terms & Conditions

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Established in 1996, Arbitration & Mediation (ARyME) is a private institution dedicated solely to providing specialized information on international ADR, and to promoting a better understanding and use of alternative dispute resolution mechanisms to resolve civil and business disputes.

ARyME is NOT a case administrator. We provide the most comprehensive source of information and documentation on international ADR on the internet. ARyME is also a meeting point where the international business and legal communities, and the general public, can offer and find specialized ADR-related services throughout the world.

DEFINITIONS

ARyME:

Arbitration y Mediation (ARyME)

WEBSITE(s):

Internet-based pages and services accessible from the top-level domain names www.aryme.com, www.aryme.es, www.adrresources.com or www.adrchina.com owned and operated by ARyME.

MATERIAL:

Information and/or documentation published in ARyME's WEBSITE.

VISITOR(s):

Any individual who accesses the WEBSITE to consult the information published within its sections.

SUBSCRIBER(s):

A VISITOR who subscribes to a free or a fee service which requires filling out an online form wherein he/she must provide personal information of any nature.

THIRD-PARTY(ies):

Any individual, business or institution, whether public or private, different and distinct from

ARyME, with which ARyME maintains a relationship of a nature different from its relationships with VISITORS and SUBSCRIBERS, and whose services may be published or accessible from ARyME's websites.

CONDITIONS:

Agreement under whose terms ARyME provides a concrete service and defines its use by either VISITORS or SUBSCRIBERS.

1. OBJECT OF THESE TERMS AND CONDITIONS

This document defines the general CONDITIONS under which ARyME renders its services to its VISITORS and SUBSCRIBERS throughout its WEBSITE.

Contractual terms and conditions for specific services are available in this section of the WEBSITE. SUBSCRIBERS may access the said terms and conditions at any time, view them, print them and/or download them for future reference.

2. ACCESS

Every VISITOR may access the WEBSITE without restrictions and free of charge except for the sections "*Observatory - International News*" and "*Observatory - Documentation*", which display both publicly accessible MATERIAL, as well as MATERIAL available to registered SUBSCRIBERS only.

SUBSCRIBERS having purchased a fee service, or our free essay service, may access their services from a secure, private, personal services' online management panel (hereinafter "PANEL"), containing both actual access and the complete personal information record entered during the subscription process.

Although ARyME endeavors to make every section of its WEBSITES accessible to VISITORS and SUBSCRIBERS at all times, it is not possible to guarantee uninterrupted server availability due to potential technical failure beyond its control. ARyME declines all responsibility for damages of any nature that may derive therefrom. When reasonably possible, ARyME will warn VISITORS and SUBSCRIBERS of any interruption of service.

3. SUBSCRIPTIONS

To subscribe to a service from ARyME's WEBSITE, it will be necessary to collect certain data of a personal nature which the VISITOR chooses to provide of his/her own free will, and which will have to be entered in the appropriate subscription form. By subscribing, the VISITOR declares that all information provided is complete, accurate and truthful to the best of his/her knowledge.

Subscription processes may not be completed without the VISITOR's express acceptance of the Contractual Terms and Conditions governing each service.

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Personal information provided by VISITORS or SUBSCRIBERS is confidential and protected by Law 15/1999, of December 13, 1999, and other applicable laws.

The objective of the automated management of personal information resulting from completed subscription processes is not only to provide VISITORS and SUBSCRIBERS with a personalized web surfing experience, but also to enable ARyME to maintain its contractual responsibilities with each individual VISITOR and SUBSCRIBER, and to properly administer, manage, and improve rendered services so that they may be tailored to suit their individual preferences.

However, personal information requested by ARyME from VISITORS or SUBSCRIBERS is strictly limited to essential information necessary to render its services.

Personal data entered by VISITORS or SUBSCRIBERS in the various forms contained throughout this WEBSITE will be automatically incorporated into a data file whose management is the sole responsibility of ARyME, located in Avenida del Doctor Arce 14, 28002 Madrid, SPAIN. The said file will be utilized to properly render subscribed services, as well as to provide commercial information regarding ARyME's various services.

Personal information will be kept strictly confidential in accordance with applicable internet personal data protection legislation. To effectively comply with said legislation,

SUBSCRIBERS may access, update and/or cancel their subscriptions and associated personal information at any time (i) from areas expressly published in this WEBSITE to do so, or (ii) by regular mail at the aforementioned postal address, or (iii) by email from the *contact* section of the WEBSITE.

Under no circumstance will ARyME utilize personal information provided by its SUBSCRIBERS for purposes different from those described herein, except after having advised them expressly of any such different use, and having afforded them a reasonable opportunity to object to a different use. Additionally, ARyME will eliminate from its database files all personal information regarding any SUBSCRIBER when the said information no longer serves the purpose for which it was entered.

SUBSCRIBERS having purchased a fee service, or our free essay service, may access their services from a secure, private personal services' online management panel, containing both actual access and the complete personal information record entered during the subscription process. SUBSCRIBERS will be able to edit and update their personal information record from the said panel at any time and as often as they wish.

Our free ADR HEADLINES newsletter, which ARyME sends to VISITORS and SUBSCRIBERS who wish to receive it, contains access to an area from which they may edit their personal information, manage their subscription, and request removal from the distribution list. Requesting removal from the newsletter's distribution list will cause all personal information to be permanently deleted from ARyME's automated data files.

5. SECURITY

ARyME complies with required legal internet security standards to protect its SUBSCRIBERS' personal information, and has deployed within its website all technical resources available within its means to prevent unauthorized access of personal data files, and to prevent their incorrect use or theft. These measures notwithstanding, VISITORS and SUBSCRIBERS are hereby advised that internet security measures are not unbreakable.

6. COOKIES

Cookies are anonymous bits of data transferred from a PC over the internet. Access to cookie-transferred information allows ARyME to personalize the services it provides to VISITORS and SUBSCRIBERS.

Therefore, ARyME utilizes cookies to render certain services, and to ensure the correct functioning of its WEBSITE and its various client-based options. The said cookies do NOT send nor transfer personal information of any kind to our server, nor do they alter in any way a computer's configuration. Also, cookies do not search, store, ping or identify in any way any personal data stored in a computer.

7. SERVICES

Except when otherwise expressly noted, services offered by ARyME to VISITORS are free and require no payment of any kind.

VISITORS and SUBSCRIBERS may visit and access THIRD-PARTY services from our WEBSITE. Said services may be subject to specific terms and conditions published by the THIRD-PARTY services provider and may be different from ARyME's.

Due to the interactive nature of this WEBSITE, ARyME does not control in real time the use that VISITORS and SUBSCRIBERS make of interactive services and sections. Therefore, VISITORS and SUBSCRIBERS commit to using this WEBSITE in conformity with these CONDITIONS, as well as with the conditions governing concrete services, with the law, generally accepted good customs and the public order.

By visiting this WEBSITE, or subscribing to a particular service, VISITORS and SUBSCRIBERS commit to refrain from (i) making illegal use of the WEBSITE, (ii) using the WEBSITE for purposes different from those defined in the general terms and conditions governing each individual service, (iii) uploading inappropriate or offensive content, and (iv) wilfully damaging, overloading or in any other way impeding the WEBSITE's normal functioning.

By visiting this website or purchasing a particular service, VISITORS and SUBSCRIBERS commit to refrain from (i) sending to ARyME, or uploading

to the WEBSITE, commercial notices or advertising of any kind, and (ii) reproducing, copying, or selling any MATERIAL, or access to any section of the WEBSITE.

8. RIGHTS RESERVED

ARyME may be the proprietor of the MATERIAL contained within its WEBSITES and/or may be publishing documentation resulting from the express, written authorization by VISITORS, SUBSCRIBERS and/or THIRD-PARTIES. VISITORS and SUBSCRIBERS may not distribute any such MATERIAL unless expressly authorized by ARyME to do so.

ARyME does not hold intellectual property rights over the MATERIAL published by SUBSCRIBERS or THIRD-PARTIES within our WEBSITES, as they must expressly declare to be the authors and legitimate owners of the said rights prior to publishing any MATERIAL with ARyME, and thereby only authorize its publication in our WEBSITES.

9. EXCLUSION OF GUARANTEES AND LIABILITY

While every reasonable effort is made to protect servers from virus or malicious attacks, ARyME cannot and does not guarantee a virus-free environment and, therefore, declines all responsibility for any damage that undetected viruses or unauthorized malicious attacks may cause.

While every reasonable effort is made to provide accurate, pertinent and truthful information, ARyME does not guarantee the material truthfulness, accuracy, depth, relevance or timeliness of the MATERIAL offered in its WEBSITE, nor its specific usefulness to satisfy a VISITOR's or SUBSCRIBER's particular needs.

While supervised and subject to specific CONDITIONS, the WEBSITES published by ARyME include sections whose MATERIAL are independently created, edited and maintained by SUBSCRIBERS and/or THIRD-PARTIES.

The legality, material truthfulness, accuracy, pertinence and/or usefulness of MATERIAL published or professional services rendered by SUBSCRIBERS and/or THIRD-PARTIES in ARyME's WEBSITES is the sole responsibility of the said SUBSCRIBERS and/or THIRD-PARTIES in

accordance with the contractual terms and conditions governing each service offered by ARyME and which the VISITOR may access, download and read.

VISITORS and SUBSCRIBERS shall hold ARyME harmless (i) from liability resulting from the lack of legality, material truthfulness, completeness, accuracy, pertinence and/or usefulness of MATERIAL uploaded, or professional services rendered by SUBSCRIBERS and/or THIRD-PARTIES, (ii) unauthorized use of the WEBSITE by VISITORS, SUBSCRIBERS or THIRD-PARTIES, (iii) materials and/or services linked from our websites but hosted outside ARyME's WEBSITES.

10. NO ENDORSEMENT

Neither the publication of MATERIALS, nor the services offered by SUBSCRIBERS or THIRD-PARTIES within the various sections of this WEBSITE is to be construed as an endorsement or recommendation by ARyME of the said MATERIALS or services.

To foster the exchange of personal and professional opinions and experiences on ADR, this WEBSITE contains both a debate forum as well as a section where VISITORS and SUBSCRIBERS may publish brief opinions or full-length ADR-related essays. ARyME, however, assumes no responsibility for the opinions expressed in the aforementioned sections of its WEBSITE, nor should it be implied that ARyME shares or endorses the views and opinions expressed by its VISITORS or SUBSCRIBERS.

11. APPLICABLE LAW AND JURISDICTION. ARBITRATION

Regarding each fee service offered from this WEBSITE, any dispute arising out of or relating to applicable contractual terms and conditions may be submitted, at the discretion of any SUBSCRIBER, to either the Courts and Tribunals of Madrid, or may be settled by arbitration in accordance with the arbitration rules of the National Arbitration Center of the Consumer Institute of Spain. If the SUBSCRIBER chooses to submit a dispute to arbitration, the parties further agree to abide by and to perform the award of the arbitrator(s) as the final decision respecting such dispute.

The consumer arbitration system in Spain is a service provided free of charge by the National Consumer Institute. Regarding subscribers who do not reside in Spain, ARyME hereby informs you that we will submit to authorized consumer arbitral institutions in your country of residence provided that the service is free of charge and conducted in either Spanish or English.

Madrid, September, 2007