

General Terms & Conditions

Observatory > Essays

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.

OBSERVATORY:

Free service to publish essays on ADR related issues.

MATERIAL(s):

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

CONDITIONS:

Agreement under whose terms ARyME provides its OBSERVATORY service.

VISITOR(s):

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

SUBSCRIBER(s):

A VISITOR who fills out an online form for the purpose of publishing an essay in the OBSERVATORY.

THIRD-PARTY(ies):

Any individual who is not the actual SUBSCRIBER.

MANAGEMENT PANEL:

An online, secure, private and interactive area from where a SUBSCRIBER publishes the essay in the WEBSITE, and accesses his/her personal information record.

ACCESS CODES or CODES:

An array of numbers and/or letters (username & password) with which the SUBSCRIBER accesses his/her MANAGEMENT PANEL.

1. OBJECT OF THESE CONDITIONS

This document establishes the CONDITIONS under which VISITORS may subscribe to, access, and use the OBSERVATORY.

2. ACCEPTANCE OF THESE CONDITIONS.

AMENDMENTS

The VISITOR who subscribes to the OBSERVATORY must accept these CONDITIONS in their entirety as a precondition to complete the registration process.

ARyME may amend these CONDITIONS from time to time. Any amendment shall be communicated to the SUBSCRIBER, either by electronic mail to the email address having been entered in the registration form, or by publishing the amendments in the MANAGEMENT PANEL.

The absence of an express rejection of any amendments by the SUBSCRIBER shall imply the SUBSCRIBER's acceptance of the amended CONDITIONS which shall take effect upon renewal of his/her subscription.

3. PERTINENCE

By accepting these CONDITIONS, the SUBSCRIBER declares that the essay he/she will publish in the WEBSITE is directly or indirectly related to ADR.

4. LENGTH

All essays will have a minimum length of three (3) typewritten pages and a maximum length of

fifty (50) pages. The font used by the SUBSCRIBER cannot be of a size larger than 16 points, and the space between lines can be neither less than *single* nor more than *double*. Documents cannot exceed 1MB in size. If an essay is of a length or size larger than established maximums, the SUBSCRIBER may request authorization to publish it by writing to ARyME from the *contact* page of this WEBSITE.

5. PRICE AND PAYMENT

The publication of essays in the OBSERVATORY is a free service subject to no charge or fee of any kind.

6. DURATION

The subscription to the OBSERVATORY will commence on the date when the subscription process is successfully completed, and it will last an initial one (1) year from that date.

If the SUBSCRIBER does not publish additional essays within the aforementioned period, the service will expire. However, if the SUBSCRIBER does publish an additional essay, the subscription period will be extended an additional one (1) year from the date that the additional essay is published.

The SUBSCRIBER authorizes ARyME to publish his/her essay(s) in its WEBSITE for a period of five (5) years from the date of effective expiration of the service. After the fifth year, the SUBSCRIBER may request that his/her essays be deleted from the WEBSITE by electronic mail addressed to ARyME.

7. SUBSCRIPTION

To subscribe to the OBSERVATORY, 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.

Upon completion of the registration process, the SUBSCRIBER may access his/her private online MANAGEMENT PANEL with the ACCESS CODES having been previously chosen to that effect. Once in the MANAGEMENT PANEL, the

SUBSCRIBER will be able to publish his/her essay in the WEBSITE.

The subscription to the OBSERVATORY is expressly restricted to its use by the SUBSCRIBER individually, who may neither share nor transfer his/her rights of use with or to any THIRD-PARTY.

8. ACCESS

To access the MANAGEMENT PANEL, he/she will have to use ACCESS CODES. The SUBSCRIBER may choose his/her CODES so long as they are different from existing CODES belonging to another SUBSCRIBER.

In choosing personalized access codes, SUBSCRIBERS commit to so choosing within the law and generally accepted good practice. SUBSCRIBERS may not choose ACCESS CODES containing injurious expressions and, absent authorization, no CODE may be chosen that may be identical to (i) established trademarks or commercial names (ii) celebrities, (iii) any person of notorious fame.

SUBSCRIBERS commit to making diligent use of their personal ACCESS CODES, and not to share them or transfer them to any THIRD-PARTY.

SUBSCRIBERS further commit to communicating to ARyME any unauthorized use of the said CODES as soon as this circumstance is known to him/her.

Accessing the reserved areas of the OBSERVATORY through means of any nature different from assigned ACCESS CODES is expressly prohibited.

9. USE OF THE OBSERVATORY

The SUBSCRIBER commits to using the OBSERVATORY in conformity with these CONDITIONS, as well as with the law and generally accepted good practice.

The SUBSCRIBER commits to refrain from (i) making illegal use of the OBSERVATORY, (ii) using the OBSERVATORY for purposes different from those defined in these CONDITIONS, and (iii) wilfully damaging, overloading or in any other way impeding the OBSERVATORY's normal functioning.

By subscribing to the OBSERVATORY, the SUBSCRIBER commits to refrain from (i) sending to ARyME commercial notices or advertising of any kind, and (ii) reproducing, modifying, copying, or selling any MATERIAL different from his own, (iii) selling the use or access to any section of the OBSERVATORY.

10. CANCELLATION

ARyME reserves the right to cancel access to the OBSERVATORY to a SUBSCRIBER who, at ARyME's sole discretion, breaches any of these CONDITIONS by communicating its decision to the SUBSCRIBER to the email address shown in his/her the MANAGEMENT PANEL.

Cancellation of the service does not necessarily cause the deletion of published essays.

11. PERSONAL DATA

Personal information provided by 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 the SUBSCRIBER with a personalized web surfing experience, but also to enable ARyME to maintain its contractual responsibilities with each individual SUBSCRIBER, and to properly administer, manage, and improve rendered services so that they may be tailored to suit individual preferences.

However, personal information requested by ARyME from SUBSCRIBERS is strictly limited to essential information necessary to provide its service.

Personal data entered by SUBSCRIBERS to subscribe to the OBSERVATORY 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 provide the subscribed service, as well as to provide commercial information regarding ARyME's various other services.

SUBSCRIBERS may access the OBSERVATORY from a secure, private personal services' online MANAGEMENT PANEL, containing both actual

access to the OBSERVATORY, as well as access to 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.

Under no circumstance will ARyME utilize personal information provided by 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 delete 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 subscribing to the OBSERVATORY will receive a free online monthly newsletter which is independent from the OBSERVATORY. The expiration of the subscription to the OBSERVATORY does not simultaneously cancel his/her complimentary subscription to the said newsletter. While associated personal information will be deleted from our data files upon expiration of the service, a minimum will be stored to continue forwarding the newsletter to the SUBSCRIBER.

The above policy notwithstanding, our free monthly newsletter contains an area from which SUBSCRIBERS 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 residual personal information to be permanently deleted from ARyME's automated data files.

12. RESIDUAL DATA

While the subscription to the essay service of the OBSERVATORY may expire in accordance with the provisions set forth in section "6 DURATION" of these CONDITIONS, ARyME will keep in its automated data files the information strictly necessary to identify the SUBSCRIBER as the author and/or owner of the essay(s) that he/she published until such time as the SUBSCRIBER requests that all essays be deleted, also in accordance with the provisions of the aforementioned section.

The above paragraph notwithstanding, ARyME will utilize the SUBSCRIBER's residual personal information in accordance with section "11. PERSONAL DATA" of these CONDITIONS.

13. 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, SUBSCRIBERS are hereby advised that internet security measures are not unbreakable.

14. 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 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.

15. RIGHTS RESERVED

The publication of an essay in this WEBSITE does not cause the transfer of any intellectual property rights to ARyME held or owned by the SUBSCRIBER.

By publishing an essay in the WEBSITE, the SUBSCRIBER declares (i) to be the author of the essay, and/or (ii) to own or hold the essay's property rights, and/or (iii) to be in possession of all applicable authorizations to publish the essay.

16. NO ENDORSEMENT

The publishing of an essay in the OBSERVATORY is NOT to be construed as an endorsement or recommendation by ARyME of the said essay.

17. EXCLUSION OF GUARANTEES AND LIABILITY

Although ARyME endeavors to make the OBSERVATORY accessible to 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 SUBSCRIBERS of any interruption of service.

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.

ARyME offers neither express nor implied warranties respecting the usefulness of the OBSERVATORY to satisfy a SUBSCRIBER's particular objectives or expectations.

18. APPLICABLE LAW AND JURISDICTION. ARBITRATION

These CONDITIONS are governed by the laws of Spain. 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