

## **Terms and Conditions for users of ICC Case Connect**

These general terms and conditions (hereinafter the “**Terms and Conditions**”) are a contract between any legal person or private individual (the “**User**” or “**you**”) and the International Chamber of Commerce (“**ICC**”, “**we**”, “**us**”). The purpose of the ICC Case Connect digital case management platform accessible at the following address [https://iccwbo.sharepoint.com/sites/caseconnect] (the “**Platform**” or “**ICC Case Connect**”) is to enhance efficiency of the dispute resolution services and activities, performed by the International Court of Arbitration (the “**Court**”) and its Secretariat, the ICC International Centre for ADR and its Standing Committee (the “**ADR Centre**”) under the ICC Arbitration Rules, ICC Mediation Rules, other rules and similar dispute resolution proceedings (the “**ICC proceedings**”).

The Terms and Conditions shall define the obligations of the parties with respect to the use of the Platform and the Services.

### **Article 1 – Legal Notices**

The Platform is administered in France by ICC, a not-for-profit association organised under the French law of 1 July 1901 and represented by its Secretary General. Its headquarters are located at 33-43 Avenue du Président Wilson, 75116, Paris, France.

You can reach us by sending an email at the addresses available [here](#).

### **Article 2 - Consent to use the Platform, Scope of Application, Modification**

By clicking “ACCEPT” or otherwise accessing or using any Services, the User accepts the Terms and Conditions.

The ICC reserves the right to amend the Terms and Conditions at any time by posting the Terms and Conditions on the Platform and informing the Users. Such amendments shall take effect at the date specified within such amendment. Users are entitled to object to them prior to such amendments taking effect. In case of such objection, Users will be disconnected from the Platform and will no longer have access to the Services.

If any provision of the Terms and Conditions is for any reason held to be invalid, illegal or otherwise unenforceable, to the maximum extent permitted by the applicable law, such unenforceability does not affect any other provision; the Terms and Conditions are then to be construed as if they had never contained the provision(s) in question and are to be interpreted, in so far as possible, in such a way as to maintain their original intent.

### **Article 3- Purpose of the Platform**

The general purpose of the Platform is to provide the following services to the User (the “**Services**”):

- A centralized, on-line overview of all ICC proceedings in which they are participating;

- A secure, dedicated space for exchanges and document-sharing for any specific ICC proceedings in which they are participating;
- Facilitating the exchange of case documents and information between the ICC and the Users;
- Provision of general documents and information related to ICC Dispute Resolution Services;
- Provision of a directory of online profiles of current or potential arbitrators, mediators, expert determiners, dispute board members, and individuals with similar functions (“**Neutrals**”);
- Provision of online form completion for the ICC *Curriculum Vitae* and ICC Neutral Statement Acceptance, Availability, Impartiality and Independence for each case;
- Provision of information on the current members of the Court and Secretariat and their functions.

#### **Articles 4 - User Registration and Obligations**

Users must comply with all applicable laws and regulations.

Access to the Platform requires a prior registration. Users must provide correct and complete information when registering, and update such information if necessary.

Registration of external User accounts is granted by the ICC to:

- a. Parties (including in-house counsel and recipient of a power of attorney/delegation of authority in the company) who file a request;
- b. Legal representatives (external counsel) of a party in an ICC Proceeding invited by the Secretariat of the Court to join the platform and case as appropriate;
- c. Neutrals;
- d. Fact and expert Witnesses; or
- e. Any other individual invited to connect by ICC.

Once granted, ICC CASE Connect User accounts are created on the basis of name and email address and Users shall sign in using email address and password. They may be required to use a Multi-Factor Authentication (MFA) protocol to connect.

Users shall not misuse any access authorization granted to them. By registering, Users agree to being contacted by ICC by e-mail or phone.

Users are responsible for maintaining the confidentiality of their account and password to prevent unauthorized access to that account. Users must take all necessary steps to keep their password secure and must inform the Secretariat of the Court immediately if it is being or could be used without authorization.

#### **Article 5 - Technical discontinuance of the Platform**

ICC reserves the right at any time to modify or discontinue temporarily, for a reasonable period, the Platform (or any part thereof) for technical reasons, including data protection and

security, with or without notice. Users agree that ICC shall not be liable to them or to any third party for any modification, suspension or discontinuance of parts of the Platform.

#### **Article 6- Users Data and Data Protection**

Users authorize ICC to process personal data or other information submitted via the Platform necessary to fulfill the purposes of the Platform as reasonably required to provide the Services (the "**User Data**").

For more information regarding our privacy policy, we advise you to refer to the [ICC Data Privacy Notice for ICC Dispute Resolution Proceedings](#) to better understand our practice.

#### **Article 7 – Platform Security**

ICC will ensure that the Platform is governed by reasonable, industry-standard technical and organizational safeguards to prevent the unauthorized access, use or disclosure of User Data which is processed through or stored in the Platform. These safeguards include, but are not limited to, safeguards with respect to personnel, facilities, hardware and software, storage and networks, access controls, monitoring and logging, vulnerability and breach detection, incident response, and encryption of data while in transit and at rest.

Users shall not violate or attempt to violate the security of the Platform, including, without limitation, by (a) accessing data not intended for you or logging onto a server or an account, which Users are not authorized to access; (b) attempting to probe, scan or test the vulnerability of a system, network or breach security or authentication measures without proper authorization; (c) attempting to interfere with Services to any other user, host or network, including, without limitation, via means of uploading or attaching virus-containing or corrupted files or any software or programs that might damage the Platform or the operation of another User's computer, overloading, and "flooding," "spamming," "mail bombing" or "crashing."; (d) sending unsolicited emails, including promotions and/or advertising.

#### **Article 8 - Choice of Language**

The Platform's general administrative features, settings and information are in English. Correspondence exchanged via the Platform in relation to specific ICC Proceedings shall be in the language of the ICC Proceedings determined in accordance with the Rules.

#### **Article 9 - Ownership, Intellectual Property**

ICC and its licensors hold all rights, including intellectual property rights, in the Platform, any software, design, document, data, images, data bases, know-how and material or other information on the Platform ("**Platform IPR**"), without prejudice to User or third party rights in User Data. No rights are granted to Users other than as expressly set forth in the Terms and Conditions. Moreover, the User shall consider Platform IPR as confidential information of ICC.

ICC grants to the User a personal, non-exclusive, non-transferable right to access and use the Platform for the sole purpose of accessing the Services under the conditions specified herein.

Neither ICC nor Users shall use the other's branding, registered and non-registered trademarks, or names without the other's prior written permission, save that Users expressly grant ICC and other Users in dispute resolutions proceedings the right to refer to Users, including by use of their names and logos in presentations, forums or as a part of an ICC members' list or otherwise as necessary for the use or provision of Services, unless Users notify otherwise.

More generally, the Users shall not :

- reproduce, represent, modify, alter, create derivative works, extract, redistribute any Platform IPR or parts thereof directly or indirectly, on any medium and in any form whatsoever, without the prior written authorization of ICC;
- reverse engineer, disassemble or decompile the Platform software, subject to the exceptions provided by the applicable laws, or
- use the Platform to engage in any unlawful or fraudulent activity or violate the legal rights of a third party.

#### **Article 10 – Indemnity**

The User agrees to defend, indemnify and hold ICC harmless from and against all claims, actions, demands, liabilities, losses or damages, expenses including reasonable attorney's fees arising from or relating to (i) its use of the Platform and the Services, (ii) its breach of the Terms and Conditions, (iii) any claims that it violates any third party's intellectual property rights, or more generally, any rights of a third party, (iv) its violation of any applicable laws or regulations.

#### **Article 11 – Liability**

ICC will not be responsible for the deficiencies originating from the User's internal system nor responsible for any wrong use of the Platform by the Users. Any loss or damage of any kind that occurs as a result or in relation of the User's content which is sent, uploaded, downloaded, streamed, posted, transmitted, displayed, or otherwise made available by the Users on the Platform (the "User Content") is solely the responsibility of the Users. ICC will not be responsible for reviewing and policing the User Content nor for any claims or default related to this User Content.

ICC will not be responsible for any public display or misuse of the User Content. ICC, however, to the extent permitted by law, reserve the right to review any or all User Content in its sole discretion and reserve the right to remove any User Content, in whole or in part.

## **Article 12 – Help Desk**

ICC shall provide during normal working hours (Monday to Friday CEST 09:00 - 18:00), a helpdesk service for all enquiries raised by the User regarding this Platform. The Helpdesk will support the process for requesting *ad hoc* services, incident reporting procedures where appropriate and management of an agreed change control procedure.

## **Article 13 - General Provisions**

### 13.1 Term and termination

The Terms and Conditions shall apply from the moment of User's registration and throughout their involvement in the ICC Case Connect.

ICC, in its sole discretion, may terminate the Users' access to the Platform, if ICC believes that User has violated or acted inconsistently with the letter or spirit of the Terms and Conditions.

### 13.2 Governing law and jurisdiction

The Terms and Conditions are subject to the laws of France without its conflict of laws provisions.

In the event of any dispute arising out of or in connection with the Terms and Conditions shall be settled by the Paris Judicial Tribunal (*Tribunal Judiciaire de Paris*) in France, which shall have exclusive jurisdiction.

### 13.3 Force Majeure

Neither party will be responsible for interruptions in performance of its obligations under the Terms and Conditions due to matters beyond its reasonable control, including acts of God, acts of government, floods, fires, earthquakes, strikes or other labour problems, delays of hosting providers or Internet service suppliers, telecommunication failures, or online attacks.

### 13.4 Assignment

Except in their working structure, users cannot assign any of their rights, including communicating access code to a third party without informing the Secretariat of the Court beforehand, or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of ICC. Users guarantee that any assignee within their working structure is bound by these Terms & Conditions and users remain fully responsible for any breach thereof.