



Institute for
**TRANSNATIONAL
ARBITRATION**

USER AGREEMENT

NOTICE – READ BEFORE CONTINUING

This User Agreement (the "Agreement") is made between you ("you," "your" or "I") and the Institute for Transnational Arbitration, a division of The Center for American and International Law ("ITA"), sponsor of the ITA-LEL listserv and establishes the terms and conditions of your access to and use of the ITA-LEL listserv system (the "System").

BY SUBSCRIBING TO ITA-LEL, YOU REPRESENT THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT, AND THAT YOU EXPRESSLY AGREE TO AND CONSENT TO BE BOUND BY ALL OF THE TERMS OF THIS AGREEMENT.

1. License, Use and Restrictions. ITA hereby grants you a royalty-free, non-transferable, non-assignable, revocable limited license to access and use the System for the exclusive purpose of exchanging, via e-mail messages to others on the listserv, information and questions related to arbitration and IDR topics. You may not: (i) use, copy, alter, or modify the System (electronically or otherwise) except as expressly permitted in this Agreement; (ii) sell, license, publish, display, distribute, disclose or otherwise make available the System and Content (as defined below) to any third party unless specifically authorized by ITA; (iii) reverse engineer, reverse assemble, reverse compile, or otherwise translate the System; (iv) use any information stored in or processed by the System except as expressly authorized by this Agreement; (v) remove any proprietary right notices or legends from the System or any Content downloaded or printed from the System; or (vi) transmit or disseminate any virus or other disabling device through the System. In the event a virus or a similar item is found to have been introduced into the System by you, you will (i) assist in reducing the effects of the virus or similar item, (ii) if the virus or similar item causes a loss of operational efficiency or loss of data, assist in mitigating and restoring such losses, and (iii) assist in identifying the source of the virus or similar item.

2. Access. You agree to: (i) not allow unauthorized individuals to use or access the System; and (ii) keep strictly confidential the password and all other information that enables such access.

3. Disclaimers. THE SYSTEM AND ALL CONTENT ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, INFRINGEMENT, TITLE OR FITNESS FOR A PARTICULAR PURPOSE. ITA DOES NOT WARRANT THAT THE SYSTEM OR ITS CONTENT WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES ITA MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SYSTEM OR CONTENT OR AS TO THE ACCURACY, COMPLETENESS, TRUTHFULNESS, RELIABILITY OF ANY INFORMATION PROVIDED THROUGH THE SYSTEM. ITA DOES NOT GUARANTEE OR WARRANT THAT CONTENT AVAILABLE FOR DOWNLOADING WILL BE FREE OF INFECTIONS OR VIRUSES OR OTHER CODE THAT MANIFEST CONTAMINATING OR DESTRUCTIVE PROPERTIES.

4. Liability. You hereby agree and acknowledge that neither ITA, nor any other party who has been involved in the creation, production or delivery of the System and the Content, including but not limited to any ITA affiliates,

employees, agents, officers, directors, successors or assigns, moderators, and sponsors, be liable for special, direct, indirect, incidental or consequential damages, including loss of profits or inability to use the System and the Content, even if ITA or such other party has been advised of the possibility of such damages.

5. Termination. ITA may in its sole discretion suspend or deny you access to the System (in whole or in part), without notice, for any reason whatsoever.

6. Equitable Relief. In addition to any other remedies, in the event of any violation or threatened violation of this Agreement, ITA shall be entitled to injunctive and other equitable relief to restrain such breach by you without showing or proving any actual damages. You hereby waive the requirement that ITA post any bond in connection with such injunction or restraining order.

7. Force Majeure. ITA will not be liable to you or deemed in default hereunder for any failure to perform or delay in performing due to any cause or causes beyond its reasonable control. Such causes may include, but are not limited to, fire, flood, accident, strike, riot, civil commotion, act of God, war, acts of terrorism or other hostilities, acts or omissions of carriers, transmitters, phone companies, Internet Service Providers or Internet backbone providers or a failure, interruption or delay of the System caused by an event outside the direct control of the parties, including without limitation, power outages or attacks on the System such as by persons known as “hackers.”

8. Additional Terms. You shall not assign this Agreement or any of your rights and obligations hereunder. This Agreement shall be binding upon, and shall inure to the benefit of your executors, heirs and personal representatives. No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver of any breach or covenant shall not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be signed by the party waiving its rights. Nothing herein is to be construed against ITA on the basis of authorship. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, then the remaining provisions of this Agreement, if capable of substantial performance, shall remain in full force and effect and such remaining provisions shall be deemed to be restated to reflect the original intentions of the parties as nearly as possible, in accordance with applicable law. This Agreement and the rights and obligations of the parties under this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, USA, excluding its conflict of law provisions. You acknowledge that there are no understandings or representations between you and ITA, express or implied, which are not expressed in this Agreement. The terms of this Agreement that by their nature are reasonably intended by the parties to survive, including, without limitation, the terms of Sections 3 through 8, will survive the termination of the license granted hereunder and your access to and use of the System.

ITA SHALL HAVE THE RIGHT, AT ANY TIME AND WITHOUT NOTICE, TO ADD TO OR MODIFY THE TERMS OF THIS AGREEMENT, SIMPLY BY POSTING SUCH AMENDED TERMS HEREIN. YOUR ACCESS OR USE OF THE SYSTEM AFTER THE DATE SUCH AMENDED TERMS ARE POSTED HEREIN SHALL BE DEEMED TO CONSTITUTE ACCEPTANCE OF SUCH TERMS. THEREFORE, PLEASE CONSULT THIS AGREEMENT REGULARLY.

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