

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 ("ITA"), the Asociación Latinoamericana de Arbitraje ("ALARB") and the Comitê Brasileiro de Arbitragem ("CBAr"), which are the co-sponsors of the ITA Latin American Arbitration Forum (individually and collectively "ITAFOR") and establishes the terms and conditions of your access to and use of the listserv system that is developed by ITAFOR (the "System").

BY CLICKING THE "I ACCEPT" BUTTON, 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. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, THEN SELECT THE "I DO NOT ACCEPT" BUTTON, AND YOU WILL NOT HAVE ACCESS TO OR USE ANY PART OF THE SYSTEM.

1. Use and Restrictions. ITAFOR 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 ADR topics pertinent to Latin America. 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 ITAFOR; (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 of ITAFOR 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) log off the System immediately upon completion of each session of service; (ii) not allow unauthorized individuals to use or access the System; and (iii) keep strictly confidential the password and all other information that enables such access. In the event your password is compromised, you agree to promptly notify ITAFOR at ita@cailaw.org.

3. Ownership Rights. ITA has rights to or owns all right, title, and interest in and to the System and all data, information and content contained therein, including modifications, exhibits or derivative works thereto (collectively referred to as the "Content"), and all object code, source code, copyrights, trademarks, service marks, trade secrets, patents and other proprietary rights in the System and Content. The Content includes, but is not limited to, the names, addresses and contact information of those on the listserv. Except for the license granted herein, you shall have no right, title, or interest in the System or Content, and you waive all rights to challenge ITA's ownership of all rights, title and interest to the System and Content. You hereby assign to ITA all right, title and interest, including copyright and the right to register the copyright, for any changes, alterations, or modifications to the System or Content or any update you may make as permitted herein. You acknowledge and agree that any changes, additions, alterations, or modifications to the System and Content will be owned by ITA and treated as works made for hire.

4. Confidentiality. You acknowledge that Confidential Information includes, but is not limited to: (i) the System, Content and all modifications, enhancements, and versions thereof; (ii) all source and object codes, flowcharts, algorithms, coding sheets, routines, sub-routines, compilers, assemblers, design concepts and related documentation and manuals, and methodologies used in the design, development and implementation of System; and (iii) all tangible materials which contain the information described above, including without limitation, written or printed documents and electronic media (together, "Confidential Information"). Except as provided in this Agreement, you will not disclose to any third party any Confidential Information for a minimum period of 10 years. You agree that you will use the Confidential Information only as provided in this Agreement. You will not use or otherwise exploit, or cause to be used or exploited, for your own benefit or the benefit of any other person, corporation, or entity, any Confidential Information, except as authorized in this Agreement, without the prior

written consent of ITA. The confidentiality obligations stated in this Agreement will not apply to any Confidential Information that is: (i) publicly available through no fault of yours; (ii) rightfully received from a third party without a duty of confidentiality; or (iii) disclosed under requirement of law provided that you will promptly notify ITA of a request to disclose the Confidential Information so that ITA can take steps to prevent or limit such disclosure and/or possible effects thereof. If you discover or are notified of a breach or potential breach of security relating to the Content, System, Confidential Information or any applicable law or regulation, you agree to promptly notify ITA of such breach or potential breach and provide reasonable assistance to ITA to prevent the breach of security or to mitigate the effects of the breach. You agree to promptly dispose of all tangible items containing any Content or Confidential Information, including all copies, abstractions, summaries, and compilations thereof after such information is no longer needed or used by you in your role with your current employer or ITAFOR.

5. Return of Information. You agree that upon request of ITAFOR, you will immediately return or, at ITAFOR's request, destroy all tangible items containing any Content or Confidential Information, including all copies, abstractions, summaries, and compilations thereof. If so requested, you agree to certify in writing to ITAFOR that you have performed your obligations under this Section 5.

6. 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. ITAFOR DOES NOT WARRANT THAT THE SYSTEM OR ITS CONTENT WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES ITAFOR 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. ITAFOR 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.

7. Liability. You hereby agree and acknowledge that neither ITAFOR, 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 ITAFOR affiliates, employees, agents, officers, directors, successors or assigns, moderators, and sponsors including but not limited to ITA, ALARB or CBar, 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 ITAFOR or such other party has been advised of the possibility of such damages.

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

9. Equitable Relief. In addition to any other remedies, in the event of any violation or threatened violation of this Agreement, ITAFOR 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 ITAFOR post any bond in connection with such injunction or restraining order.

10. Force Majeure. ITAFOR 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."

11. 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 ITAFOR 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 ITAFOR, express or implied, which are not expressed in this Agreement. This Agreement will not be construed more strictly against nor in favor of any party on the basis of authorship. 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 11, will survive the termination of the license granted hereunder and your access to and use of the System.

ITAFOR 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.