

ICC United Kingdom Arbitrator & ADR Database Profile Terms and Conditions

Version Date: December 2020

WHO WE ARE?

- **Contact Details**

Our full details are:

Full name of legal entity: World Business Organization Ltd, trading as ICC United Kingdom

Email address: info@iccwbo.uk

Postal address: ICC United Kingdom, First Floor, 1-3 Staple Inn, London WC1V 7QH

Telephone number: +44 (0)20 7838 9363

WHAT ARE THESE TERMS FOR?

- These profile terms and conditions ('Terms') is our agreement with you, the Profile Account Holder identified in an application for creating a profile ('you' and 'your' being interpreted accordingly) and sets out the following:
 - a) the process by which you, after completing the relevant application form and going through our verification process may be accepted as a Profile Holder in our ICC United Kingdom Arbitrator & ADR Database; and
 - b) the terms and conditions governing your profile and our provision of services to you ('Profile Services') as set out in these Terms and also described on our Website (from time to time).
- By submitting an application to create a profile and/or by continuing to enjoy the benefits, rights and privileges of the profile you agree to be bound by these Terms. Our acceptance of your application, continuation of your profile and inclusion of your Profile Details on our Site and Arbitrator Database depends on you complying with these Terms.

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HOW WE MAY UPDATE THESE TERMS?

- Please note that we may sometimes update or modify these Terms. If we do this, we shall provide at least 30 days' written notice of the updated or modified Terms by sending you a direct email to the email provided on your profile account and upon expiry of such notice ('Effective Date') the updated or modified Terms shall take effect and replace these Terms (becoming the Terms hereunder).
- If you do not wish to accept the proposed updated or modified Terms referred to above, you shall be entitled to terminate your profile on giving us written notice prior to the Effective Date on which the updated or modified terms come into effect. If you do not exercise this termination right by the Effective Date, you will be deemed to have accepted the applicable updated or modified Terms.

OUR MUTUAL AGREEMENT

- We agree to abide by these Terms and, on the basis that your application is accepted, provide you with a Profile Account on the ICC United Kingdom Arbitrator & ADR Database.
- In the event of any conflict or inconsistency between these Terms and any other purported contract documents, terms and conditions, codes of conduct or policies, you agree that these Terms shall be the governing document.

HOW DO YOU GAIN A PROFILE?

- We have an established application process and your entitlement to become a Profile Account Holder is subject at all times to you having been through the verification process and accepted by us as a result of this process. We shall send you a written confirmation (via email) if your application has been accepted. Your Profile shall be deemed to have started from the date you completed the online application and payment (if applicable) is processed ('Commencement Date').
- You acknowledge that us accepting you as a Profile Account Holder is entirely at our discretion and we may decide for any reason to reject your application or refuse to renew your profile. In the event of any dispute about your entitlement to become a Profile Account

Holder (or to have your Profile renewed) our decision is final and, except to the extent that we have breached our express obligations under these Terms or applicable law, and subject to the remainder of these Terms, we shall not be responsible for your Profile Account application being rejected or your Profile (in whole or partly) being suspended, placed on probation, or terminated.

- You may select from the following Profile types:
 - **Basic Profile** – Free to non-members of ICC United Kingdom
 - **Enhanced Profile** – Free only to ICC United Kingdom Members (non-members can upgrade from a Basic to Enhanced Profile by either selecting the £10 + VAT per month subscription or £100 + VAT annual subscription)
- To qualify for an Enhanced profile on the ICC United Kingdom Arbitrator & ADR Database, you must be either a corporate or individual member of ICC United Kingdom or have paid for the upgraded subscription. If you are unsure of your membership status, please contact us at membership@iccwbo.uk

HOW WE MAY SHARE INFORMATION ABOUT YOU AND OTHERS

- As part of the Profile, you will be required to provide certain information relating to you and/or your business. You must make sure you have the necessary permissions or clearances to share this information (including any individual's personal data) with us.
- You undertake and warrant to us that all information you provide to us is complete and accurate. Any changes to your circumstances or other developments that could affect your ability to comply with these Terms or that may affect the accuracy or relevance of information about you on our Arbitrator Database, must be reported to us in full without delay. Failure to comply with this paragraph is a material breach of these Terms and will entitle us to immediately terminate your Profile on written notice without liability to you.
- We reserve the right to refuse any Profile Account application; withdraw any offer of creating a Profile Account; suspend your Profile Account and/or terminate Profile altogether, if you unreasonably delay or fail to respond to reasonable information requests from us that are relevant to your Account or you refuse to reasonably keep your profile updated.

HOW LONG DOES YOUR PROFILE ACCOUNT LAST?

- If you are a member of ICC United Kingdom, your profile will stay active for the same duration as your membership. Memberships run on an annual basis from 1 Jan – 31 Dec each year and are automatically renewed unless cancelled in advance of the renewal on 1st January. Should your membership be cancelled or cease for any reason, the profiles associated with the company/organisation/firm/individual that held the membership will be terminated. Should you wish to continue your listing after the membership has ceased, you may do so but will need to follow the process as a non-member.
- If you are a non-member and signed up on an Enhanced Profile 12-month annual contract your Profile Account will initially continue for 12 months from the Commencement Date and, unless terminated in accordance with these Terms, your Profile Account will automatically be renewed on each Renewal Date for a further 12 months and upon each anniversary thereafter (each a 'Renewal Date') unless terminated in accordance with these Terms or by you notifying us that you wish to terminate your Profile no less than 30 days' prior to the renewal of your subscription
- If you are a non-member and have taken an Enhanced Profile monthly contract your Profile Account will continue for 1 month from the Commencement Date and, unless terminated in accordance with these Terms, will automatically be renewed on the Renewal Date at the end of this month period for a further month and upon each anniversary thereafter (each a 'Renewal Date') unless terminated in accordance with these Terms or by you giving to us no less than 30 days' notice that you wish to cancel (provided always that you have paid at least 1 month's Profile Fee).
- To renew your Profile Account in all cases, you must also continue to pay the applicable fees (as defined below).

WHAT DO YOU RECEIVE AS A PROFILE ACCOUNT HOLDER?

- Basic Profiles only list the following information about you on the database for users to view: name, company/firm, country of residence, telephone number, specialisms, nationality, languages, arbitration experience (ICC and non-ICC related), legal expertise, other experience, and clerk's contact details.
- Basic Profiles do not include a profile image/photo, personal description, or ability for the user to download your CV.

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- Enhanced Profiles come with the added benefit of including a profile image/photo, personal description, and ability for the user to download your CV.
- As a key part of having a Profile Account, relevant details relating to you and your profession that have been provided as part of your application ('Profile Details') will be entered on to our database once the initial details you have supplied have been verified by the ICC. Once verified you will be able to complete the rest of your profile. For more information on the verification process please see below.
- Having a Profile on the ICC United Kingdom Arbitrator & ADR Database does not constitute as being "pre-approved" or "vetted" by the ICC – the database is simply a tool to help advertise professionals that are available to provide dispute resolution services.
- The verification process involves the ICC United Kingdom checking the details you provide as part of the initial online application form are correct. We do this by cross-referencing this with the details held on our CRM database, your company/chamber website and other third-party websites.
- Whilst the ICC United Kingdom Arbitrator & ADR Database is made available to the ICC United Kingdom selections sub-committee to help determine nominations for ICC International Court of Arbitration cases, it is also made publicly available for GC's and in-house lawyers seeking arbitrators, counsel, mediators, and experts. However, please note the database is not used in isolation when the ICC United Kingdom selections sub-committee makes nominations to the ICC Court.

WHAT ARE THE FEES AND PAYMENT TERMS?

- The fees to create a Profile Account are stipulated on the website www.iccarbitratordatabase.uk.
- You may select from the following Profile types:
 - **Basic Profile** – Free to non-members of ICC United Kingdom
 - **Enhanced Profile** – Free only to ICC United Kingdom Members (non-members can upgrade from a Basic to Enhanced Profile by either selecting the £10 + VAT per month subscription or £100 + VAT annual subscription)
- To qualify for an Enhanced profile on the ICC United Kingdom Arbitrator & ADR Database, you must be either a corporate or individual member of ICC United Kingdom or have paid for

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the upgraded subscription. If you are unsure of your membership status, please contact us at membership@iccwbo.uk

- We will take card details from you at the point of sale which will be processed using Stripe - <https://stripe.com/gb>
- The instruction must be in place and payment processed during the verification process for your profile to be activated and made live on the Arbitrator Database. If the card instruction is cancelled at any point before the verification process has been successfully completed, we reserve the right to terminate your Profile Account with immediate effect.
- We may vary our Profile Fees giving reasonable notice to you directly. In the event that you do not accept these variations, you may terminate your Profile Account by written notice which must be received by us prior to such variation coming into effect, failing which, you will be deemed to have accepted the variation.
- Fees are payable in UK pounds sterling by credit card or debit card (Visa, American Express or MasterCard) to our nominated bank account.
- Where any fees are overdue (without prejudice to our other rights or remedies) we shall be entitled to charge interest on such overdue amount at a rate of 4 per cent per annum above the published base rate of Barclays Bank plc. Such interest will accrue daily from the date the amount became due until it is paid in full, accruing after as well as before judgment.
- Without prejudice to any other right, claim or action, where you fail to pay any outstanding fees by the due date for payment, we will serve a final demand requesting payment within such period as we determine, failing which we may suspend your Profile Account until such payment is received in full. Also, in order to reactivate your Profile Account, we may also ask for an administration fees to meet the costs of such reactivation as well as an advance payment (or other form of guarantee) where we reasonably consider this necessary to reduce our credit risk.

INTELLECTUAL PROPERTY

- The intellectual property rights (including the rights to any inventions or patents, copyright, design rights, trade marks, goodwill in relation to any business names or signs, domain names, database rights, know-how and other intellectual property rights, whether registered or unregistered, existing anywhere in the world) in relation to our Arbitrator Database, (and

their respective contents) ('ICC United Kingdom IP') belong to us and except to the extent expressly set out in these Terms you acquire no right, title or interest in such ICC United Kingdom IP.

USE OF CONTENT ABOUT YOU & YOUR BUSINESS

- Where you upload descriptions or other content about you and your business on to the Site, you give us a royalty-free, transferable, irrevocable and perpetual right to use, reproduce, distribute and publish such content and other information relating to you posted on our Site, including your Profile Account details and any other data about you or your business. The exception is the confidential information you choose to disclose as part of your profile – this is strictly for internal use by ICC United Kingdom.

PLEASE READ THESE PROFILE WARRANTIES AND ACKNOWLEDGEMENTS

- As a Profile Account Holder, you represent, undertake and warrant to us that at all times:
 - a) you have legal authority and capacity to provide the products or services you are listed for on our Arbitrator Database (and are not aware of any legal ruling, prohibition or order that could impact on your ability to do so);
 - b) you will provide your goods or services lawfully at all times and not infringe (or permit your officers, employees or contractors to infringe) any laws, regulations, industry codes of conduct, regulatory guidance, any regulatory decisions or court orders;
 - c) you will not act in any way which in our reasonable opinion is likely to have an adverse impact on the operation of the Arbitrator Database or the public in general;
 - d) you will take full responsibility for you (and your officers, employees, contractors or agents) performing services under a written contract;
 - e) you (and your employees, contractors or agents) will perform all services lawfully and in accordance with 'good industry practice' meaning such professional standards of skill, care, timeliness and diligence would be expected to perform;
 - f) you will at all times maintain such (i) employers' liability insurance as required by law and (ii) appropriate professional indemnity and public liability insurance that is sufficient to cover potential liability arising to members of the public from your provision of services
 - g) you shall ensure that your employees and contractors are suitably fit and qualified to perform professional services to members of the public in a manner consistent with your

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obligations under these Terms; and

h) if, at any time, we decide it is necessary to initiate an investigation into you or the conduct or background of any of your owners, officers, employees or contractors in order to maintain the integrity of the ICC United Kingdom Arbitrator & ADR Database, you agree to obtain (without delay) up to date criminal background checks or such relevant information as we may reasonably request to assist such investigation.

i) you and any agents or contractors you engage to supply goods or perform professional services to the general public: (i) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes of practice from time to time in force, including the Modern Slavery Act 2015; and (ii) have not been convicted of any offence involving slavery and human trafficking (and are not knowingly subject to any claim, investigation or proceedings alleging commission of such an offence).

- You accept and acknowledge that:
 - a) we cannot 100% guarantee that you will enjoy any increased business as a result of having a Profile Account;
 - b) the oversight of your business; safeguarding of its reputation; your professional conduct; your provision of goods or services; and management of your customer relationships remains solely your own responsibility
 - c) on occasion, we may add to, remove or update the Arbitrator Database (or the design, contents or presentation) as we deem appropriate, without any liability to you as to when or how we do this.

CAN PROFILES BE SUSPENDED?

- Without prejudice to our other rights or remedies, we reserve the right to suspend your Profile in the event that:
 - a) you are involved in any legal dispute or action with us. Upon resolution of such legal dispute we reserve the right (but are not obliged) to re-instate your Profile Account or we may decide (acting reasonably) to terminate your Profile Account upon written notice;
 - b) we have reason to suspect that you have failed to observe or comply with any of these Terms or Profile Account Rules that require further review or legal advice;
 - c) we receive complaints or other allegations about your conduct (or that of your directors, officers, employees or contractors) that require us to investigate whether your continued

listing brings or is likely to bring us into disrepute or damage our goodwill; or

d) you fail to pay any Fees or other sums when due in accordance with these Terms.

- If your Profile is 'suspended', we will notify you of the same (and the initial period of such suspension) and your Profile Account shall be removed from the Database
- At the end of the initial suspension period we may in our sole discretion and on written notice: extend the suspension for a further period pending completion of our investigations or to allow resolution of the issue; reinstate your Profile; or otherwise terminate your Profile Account in accordance with these Terms.

ENDING OR TERMINATING YOUR PROFILE ACCOUNT

- Your Profile Account may be terminated immediately on us giving written notice where:
 - a) you have committed a breach of any of these Terms or Rules that cannot be remedied or where you have committed such a breach that can be remedied but you fail to do this within 14 days of us notifying you of such breach;
 - b) you cease to carry on with the profession for which you are listed on our Arbitrator Database (or threaten to do so);
 - c) we discover that any information provided you is false or incorrect or you have withheld material information that is relevant to your Profile;
 - d) you infringe the ICC United Kingdom IP or do anything that (in our view) brings, or is likely to bring the Company's reputation into disrepute or damages, or is likely to damage, our goodwill (including any complaints or other allegations about your conduct or that of your directors, officers, employees or contractors);
 - e) you fail to pay any Fees or other sums when due in accordance with these Terms; or
- You may terminate your Profile 'for cause' on giving us written notice, where (a) we have committed a breach of any of these Terms that cannot be remedied or where we have committed such a breach that can be remedied but fail to do this within 14 days of you notifying us of such a breach; or (b) where we provide you with notice of a modification or update to these Terms or variation to the Fees that you do not accept, provided you terminate your Profile Account prior to the date of such modification, update or variation coming into effect.

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WHAT HAPPENS AFTER TERMINATION?

- Termination of your Profile Account shall be without prejudice to the rights of either party, which accrued prior to the date of such termination including any outstanding payment obligations.
- If your Profile is terminated for whatever reason:
 - a) You shall not be entitled to a refund of your Profile Account Fee or any part of it.
 - b) If you have joined on an annual basis, you will need to pay the full fee in advance to benefit from the annual cost saving and will therefore not be entitled to a refund of your Profile Account Fee or any part of it should you choose to terminate.
 - c) Whether you have selected the monthly or annual subscription, your repeat billing will cease at the next applicable renewal date and we will cancel your Stripe subscription.
- When your Profile terminates:
 - a) Your listing in our live Arbitrator Database, will be removed by us at the next available opportunity although you accept we may keep your Profile Details for a reasonable period to allow us to deal with any customer complaints, issues or investigations relating to your time as a Profile Account Holder or for legal or regulatory purposes.
 - c) you must not do or say anything from that date to give the impression that you continue to hold a Profile Account on the ICC United Kingdom Arbitrator & ADR Database or are in some way associated with or endorsed by us.

GENERAL

- These Terms are subject to English law. To the maximum extent legally permitted, you agree that any dispute relating to the Terms shall be subject to the exclusive jurisdiction of the courts of England and Wales and any proceedings relating to a dispute shall be in the English language.
- Any notice to be given in writing under these Terms must be sent to us by registered mail or by hand (or by fax or email, provided that it is confirmed by written evidence of receipt) to our registered address (as detailed above) or to you at the most recent address provided to us for inclusion on our Arbitrator Database.
- You shall attempt to resolve any disputes you have with us amicably and use reasonable endeavours to avoid the need for court proceedings, following the procedure below:

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- a) You will provide a written notice to us of any dispute you have in relation your Profile Account, setting out its nature and particulars (which will be genuine and served in good faith) ('Dispute') and the following Dispute Resolution Procedure will be followed:
- i) On you providing us with this notice of Dispute, our customer services team and you will attempt to resolve the Dispute through discussion and reasonable co-operation;
 - ii) In the event that such Dispute is then still not resolved within 30 days of such Dispute notice it will be referred to a senior officer of each party;
 - iii) If the Dispute is still not resolved within a further 30 days following referral to a senior officer, either party may exercise other legal rights or remedies available to it in accordance with these Terms.
- b) The commencement of the above Dispute Resolution Procedure will not prevent us, if we deem it reasonably necessary, from taking action to protect our business or reputation in the meantime, including exercising any rights of suspension, probation or termination of your Profile Account as described in these Terms nor will it restrict us from taking court action (including seeking injunctive relief) or seeking other legal remedies we believe necessary to safeguard our ICC United Kingdom IP, Marks and/or goodwill.
- ICC reserves the right from time to time to market promotional discounts and offers to potential Profile Account Holders. In such cases these Terms for such may be varied on those specific cases but shall not affect existing Account Holders.