

**Shanghai International Economic and Trade Arbitration Commission**  
**(Shanghai International Arbitration Center)**

**Instructions for the Users of the SHIAC E-Platform**

**Article 1 General Provisions**

In order to fulfill the statutory duties of the Shanghai International Economic and Trade Arbitration Commission (also known as "Shanghai International Arbitration Center", hereinafter referred to as "SHIAC") and improve the quality and effectiveness of the arbitration, mediation and other dispute resolution services, SHIAC provides services through the **SHIAC E-Platform** to the parties, agents, arbitrators and other users (hereinafter referred to as "users").

These Instructions contain the matters that users shall agree to and comply with when registering and using the SHIAC E-Platform. The users who register and use the SHIAC E-Platform shall accept and abide by these Instructions.

**Article 2 SHIAC E-Platform**

The SHIAC E-Platform is a digital and intelligent online dispute resolution services platform provided, managed and maintained by SHIAC. Relying on the SHIAC E-Platform, SHIAC provides the users with the following online dispute resolution services:

- (1) Online case filing;
- (2) Online submission, consultation and reception of documents;
- (3) Online substantive hearing, mediation and other hearings;
- (4) Other services related to the performance of the statutory duties of SHIAC.

The users using the SHIAC E-Platform shall be deemed to agree to apply the relevant provisions of online dispute resolution procedures within the arbitration rules and procedural guidelines promulgated by SHIAC.

The access to the SHIAC E-Platform shall be subject to the information released by SHIAC.

### **Article 3 Application of these Instructions**

The users who click "agree"/" accept "on the registration page of the SHIAC E-Platform or use any service of the SHIAC E-Platform in other forms shall be deemed to have read, understood and fully agreed to all the provisions of these Instructions.

These Instructions shall be applicable from the date of the user's registration and throughout the whole process of using the SHIAC E-Platform.

### **Article 4 User Registration**

The users need to register before using the SHIAC E-Platform. The users who have the right to register and use the SHIAC E-Platform include:

- (i) The parties to an arbitration case, including natural persons and the natural persons who are entitled to exercise the rights to arbitrate on behalf of a legal person or an unincorporated organization in accordance with the relevant laws;
- (ii) The agents who have the authorization from the parties to the arbitration case;
- (iii) The personnel authorized by the Arbitral Tribunal and/or SHIAC in accordance with the arbitration rules applicable to the case, including the witnesses, appraisers, transcription makers, translators and technical supporters, etc.;
- (iv) The arbitrators and mediators of SHIAC.

The users of the SHIAC E-Platform shall fill in the registration information as prompted by the system, including the name, title, ID number, legal address, address for services, telephone number, email address, etc., upload the documents and materials necessary for identity verification and authorization, and click "agree"/"accept" required for the relevant terms. The users shall ensure that the registration information provided is complete and accurate, and shall timely update the information if there is any change.

SHIAC will timely inform the users whether they have successfully registered for the SHIAC E-Platform through the contact information provided by the users.

## **Article 5 Handling of Users' information**

When handling the personal information of the users through the SHIAC E-Platform, SHIAC will apply the *Shanghai International Economic and Trade Arbitration Commission (Shanghai International Arbitration Center) Statement on Handling the Personal Information of the Users to SHIAC Dispute Resolution Services*.

## **Article 6 Obligations of Users**

The users shall abide by the laws and regulations, the arbitration rules and procedural guidelines promulgated by SHIAC and the provisions in these Instructions when using the SHIAC E-Platform.

Without the approval from SHIAC, the users shall not transfer any of their rights in the SHIAC E-Platform to a third party, including but not limited to the transference / disclosure of the access code to a third party, and shall not transfer the obligations undertaken by users through a contract or other means.

The users shall guarantee that the personnel authorized to register the SHIAC

E-Platform shall be bound by these Instructions. The users shall take full responsibility for any violation of these Instructions by their authorized personnel.

The users shall properly keep the account and password for using the SHIAC E-Platform and take all necessary measures to ensure its security. The users shall immediately notify SHIAC of any unauthorized use of their accounts.

The user shall not:

- (i) Access Maliciously, including but not limited to accessing data that does not belong to the user or logging in to an account or server that the user has no right to access;
- (ii) Attempting to detect, scan or test vulnerabilities in the systems and networks or to take other measures that violate the security and identity authentication without proper authorization;
- (iii) Attempting to interfere with the services provided by the SHIAC E-Platform to other users, hosts or networks, including but not limited to uploading or attaching files containing viruses or damaged files, as well as any software or program that may damage the system or other users' computers, causing them to be overloaded, receiving spam or be bombarded by mail or crash;
- (iv) Other acts that may damage the security of the SHIAC E-Platform.

If a user intentionally violates these Instructions and fails to correct the violation after appropriate notice from SHIAC, SHIAC shall have the right to restrict all or part of the functions used by the user. Upon receipt of the notice of restriction issued by SHIAC, users may apply to SHIAC for the restoration of their functions within a specified time limit. If users fail to apply for the restoration of their functions within the specified time limit, SHIAC shall have the right to close their accounts.

The user's right to continue to participate in the dispute resolution procedures offline

during the period of restriction on the use of the function or after the account is closed shall not be affected, but the liability that may arise from his/her actions shall not be exempted.

## **Article 7 System Update, Maintenance and Security**

Based on the requirements of major system maintenance and important software update for ensuring the proper functions of the SHIAC E-Platform, SHIAC has the right to modify or temporarily suspend the use of all or part of the functions of the SHIAC E-Platform on the condition of notifying the users in advance.

SHIAC will take the safeguard measures in accordance with relevant industry standards and technical means to manage and maintain the SHIAC E-Platform and prevent the unauthorized personnel from accessing, using, tampering with or disclosing the users' data processed by or stored on the SHIAC E-Platform.

## **Article 8 Ownership and Intellectual Property Rights**

SHIAC owns all the rights of the software, design, documents, data, images, databases, know-how and materials or other information on the SHIAC E-Platform and its systems, including the intellectual property rights (hereinafter referred to as "the IP Rights "), provided that the rights of the users or the third parties in their data are not prejudiced. SHIAC does not grant the users with any rights other than those expressly stated in these Instructions. In addition, the users shall treat the IP Rights of the SHIAC E-Platform as the confidential information of SHIAC.

SHIAC grants the registered users with personal, non-exclusive and non-transferable rights to access and use the SHIAC E-Platform, and to use the services provided on the SHIAC E-Platform in accordance with the arbitration rules and relevant

procedural guidelines promulgated by SHIAC. Without the prior written authorization from SHIAC, any user shall not, directly or indirectly, reproduce, display, modify, alter, create derivative works, extract or republish any content involving the intellectual property rights of the SHIAC E-Platform or any part thereof in any form on any media, or reverse engineer, disassemble or decompile the SHIAC E-Platform and use the SHIAC E-Platform to engage in any illegal, fraudulent activities or infringe the legal rights of any third party.

## **Article 9 Disclaimer**

SHIAC should not be held responsible for any defects arising from the users' logging in to the SHIAC E-Platform or any defects arising from the users' incorrect use of the SHIAC E-Platform.

Any loss or damage of any kind arising out of or in connection with the data sent, uploaded, downloaded, streamed, published, transmitted, displayed or otherwise provided by the users on the SHIAC E-Platform shall be solely the users' responsibility, and SHIAC shall not be held liable for any claim or breach of contract in connection with the data provided by such users.

SHIAC should not be held responsible for any public display of the data provided by the users or the misuse of the data. However, to the extent permitted by the laws, SHIAC reserves the right to review the data provided by the users at its sole discretion, and reserves the right to delete any data provided by the users in accordance with the laws.

## **Article 10 Amendment and Interpretation of these Instructions**

SHIAC reserves the right to modify the provisions of these Instructions at any time.

The modification of these Instructions will be released through the official channels of SHIAC, and the modified provisions will take effects as of the prescribed date. If the users who have registered the SHIAC E-Platform do not agree with the modified Instructions, they will not be able to continue to log in and use the services of the SHIAC E-Platform.

SHIAC reserves the right of final interpretation of these Instructions.

\*\*\*