



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

## GUIDANCE FOR ONLINE ARBITRATION

2024

**Effective as from January 1, 2024**

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

**Model Arbitration Clause I**

“Any dispute arising from or in connection with this Contract shall be submitted to Shanghai International Economic and Trade Arbitration Commission for arbitration.”

**Model Arbitration Clause II**

“Any dispute arising from or in connection with this Contract shall be submitted to Shanghai International Arbitration Center for arbitration.”

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

Address: 7-8/F, Jinling Mansion, 28 Jinling Road(w),  
Shanghai 200021, P.R. China

Tel: 86 21 63875588

Fax: 86 21 63877070

E-mail: [info@shiac.org](mailto:info@shiac.org)

Website: [www.shiac.org](http://www.shiac.org)

**Shanghai International Economic and Trade  
Arbitration Commission**

**(Shanghai International Arbitration Center)**

## **Guidance for Online Arbitration**

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# **Shanghai International Economic and Trade Arbitration Commission (Shanghai International Arbitration Center) Guidance for Online Arbitration**

## **Article 1 The Guidance**

In order to regulate and ensure the efficient and orderly conduct of the online arbitration, the Shanghai International Economic and Trade Arbitration Commission (also named “Shanghai International Arbitration Center”, formerly named “China International Economic and Trade Arbitration Commission Shanghai Commission/Sub-Commission”, hereinafter referred to as “SHIAC”) formulated this Guidance.

## **Article 2 Scope of Application**

1. The Secretariat of SHIAC (hereinafter referred to as the “Secretariat”) carries out online case filing, online service of documents and materials, online hearings, and other online procedural management work related to the performance of the statutory duties of the arbitration institution by SHIAC through the Shanghai International Economic and Trade Arbitration Commission (Shanghai International Arbitration Center) E-Platform (hereinafter referred to as the “E-Platform”).
2. This Guidance applies to online arbitration cases conducted using the E-Platform and other cases accepted by SHIAC for online arbitration.

## **Article 3 Principles of Online Arbitration**

Parties and their representatives (hereinafter referred to as “parties”), arbitrators, witnesses, experts, stenographers, translators, technical support personnel, etc. (hereinafter referred to as “arbitration participants”) who participate in arbitration online using the E-Platform shall be informed of and accept the Instructions of the E-Platform of the Shanghai International Economic and Trade Arbitration Commission (Shanghai International Arbitration Center) (hereinafter referred to as the “Instructions of the E-Platform”, see Annex I), and shall comply with the principles of lawfulness and fairness, good faith and cooperation, as well as with the laws and regulations relating to the protection of personal information, data security and network security, and so on.

## **Article 4 Conduct of Online Arbitration**

1. An arbitration case shall be conducted online if one of the following circumstances exists:

- (a) where the parties agree to arbitrate online;
- (b) if the arbitration shall be conducted online under the arbitration rules agreed upon by the parties;
- (c) where both parties accept and use the services of the E-Platform; and
- (d) other circumstances in which the tribunal or the Secretariat considers that the arbitration should be conducted online.

2. If some of the parties agree to online arbitration and some of the parties do not agree to online arbitration,

the tribunal or the Secretariat shall decide whether the corresponding arbitral proceedings shall be conducted online.

3. If, after the arbitration has been conducted online, the parties do not participate in the online arbitration proceedings or do not perform the corresponding arbitration act without a valid reason and do not apply for conversion to the offline mode of arbitration within a reasonable period, the tribunal or the Secretariat is authorized to decide that the arbitration proceedings shall continue to be conducted online.

## **Article 5 Changes in Online Arbitration**

1. The tribunal or the Secretariat is authorized to change all or part of the arbitral proceedings to the offline modality if, after the arbitration has been conducted online, one of the following circumstances appears:

- (a) where the parties agree;
- (b) where the electronic material cannot be identified by online means;
- (c) when the case is difficult and complex, requires the witness to testify in person, or requires in-person presentation and examination of the evidences and legal opinions; and
- (d) other circumstances deemed necessary by the tribunal or the Secretariat.

2. If the arbitral proceedings are changed to continue in an offline modality, the Secretariat is authorized to require the parties to pay the reasonable costs incurred as a result of the change in the arbitral proceedings.

## **Article 6 Identification**

1. The parties or other arbitration participants participating in the arbitration proceedings of SHIAC through the E-Platform shall complete user registration and authentication under the Instructions of the E-Platform.
2. If parties or other arbitration participants participate in the arbitration proceedings of SHIAC through other online means, they shall provide the Secretariat with information on their subjective qualifications, correspondence address, contact details, and additional information. They shall be subject to the consistent verification of identity information conducted by SHIAC.

## **Article 7 Submission of Documentation**

1. Unless otherwise agreed by the parties or decided by the tribunal, the parties shall submit their paperwork electronically through the E-Platform.
2. The parties shall ensure that the relevant electronic documents comply with the formal requirements established by the tribunal or the Secretariat. If a party submits an electronic document that does not comply with the standard requirements, the tribunal or the Secretariat is authorized to require it to be completed; if it is not completed as required, it is deemed not to have been submitted or dealt with under other relevant provisions of this Guidance.
3. The tribunal or the Secretariat may, according to practical needs, require the parties to submit their documents in a non-electronic form. The submission

and delivery of non-electronic documents shall be made under the relevant provisions of the SHIAC Arbitration Rules and this Guidance.

4. The time of submission and dispatch of electronically documented materials is determined by the Secretariat or the tribunal based on the record of transmission of documents.

## **Article 8 Electronic Service**

1. Unless otherwise agreed by the parties or decided by the tribunal, the Secretariat will serve the instrumental materials on the parties and participants in the arbitration by one or more electronic means, such as mobile communication number, fax, e-mail, instant messaging account, as recorded in the E-Platform.

2. The Secretariat may serve a party by one or more electronic means, such as mobile communication number, facsimile, electronic mail, or instant messaging account, if the party has conducted the arbitral proceedings by other online means and one of the following circumstances is met:

- (a) where the parties expressly consent to electronic service;
- (b) where the parties have agreed or undertaken, before or after the commencement of the arbitral proceedings, to apply electronic service;
- (c) if the parties voluntarily provide an electronic service address when submitting case materials; and
- (d) if the parties accept completed electronic

service by replying to receipt, participating in the arbitration, etc., and do not expressly disagree with the electronic service.

3. Service shall be deemed to have been effected if the Secretariat sends the document or material to the electronic service address outlined in Article 9 of this Guidance and if the electronic data have been received by the media system of the person to be served or have been read by the person to be served, or if there is other evidence that the person to be served has been notified of the receipt of the document or material.
4. The date on which the system corresponding to the mode of service under Article 8 indicates successful transmission shall be the date of service, but if the date on which the person to be served certifies that it arrived at his or her media system does not coincide with the date on which the corresponding system of SHIAC indicates that it was transmitted successfully, the date on which the person to be served certifies that it arrived at his or her media system shall prevail.

## **Article 9 Address for Electronic Service**

1. The parties may agree in the contract or in the arbitration agreement to use one or multiple means of contact, such as a mobile communication number, fax, e-mail, or instant messaging account, as their address for electronic service.
2. If the parties have not agreed on an address for electronic service, the tribunal or the Secretariat may use one or multiple means of contact, such as mobile telephone number, fax, e-mail, or instant messaging

account, reserved by the parties when registering for the E-Platform, or used in transactions relating to the arbitration case, or used when registering a business or a website, or used to submit communications or documentary materials relating to the arbitration case as its address for electronic service.

3. The parties shall promptly notify the Secretariat of any change of address for electronic service during the arbitration. The parties shall ensure that the agreed or confirmed address for electronic service is lawful and valid and shall bear the risk of non-delivery due to, among other things, incorrect address or relevant legal restrictions of the seat of arbitration.

## **Article 10 Online Filing**

1. If a party files a case online through the E-Platform, it shall accurately fill in the corresponding information and upload the electronic filing materials under this Guidance and requirements of the case registration interface of the E-Platform. The format and capacity of the uploaded electronic materials shall comply with the relevant requirements of SHIAC.

2. The parties shall truthfully fill in the information and upload the case filing materials. The electronic filing materials uploaded by the parties shall be clear scanned documents on paper carriers or electronic copies of the original documents.

3. The submission of case filing materials by the parties to the E-Platform does not mean that the case filing proceedings have been completed. The Secretariat will examine whether the materials submitted by the parties

to file a case meet the conditions and will handle them in the following manner:

- (a) if the requirements for filing a case are met, the Secretariat will send a notification of payment of fees to the parties through the E-Platform or other legally permissible means and will handle the case acceptance procedures after the parties have completed the procedures for prepayment of arbitration fees, and the arbitration proceedings will commence on the day SHIAC receives the party's application materials for filing the case;
- (b) if the information is incorrectly filled in or the submitted materials are incomplete, the Secretariat will inform the party concerned of the materials to be corrected and the time limit through the E-Platform or other legally permissible means, and the party involved shall complete the corrections and resubmit them under the requirements, and if the corrections are not made by the due date, the application for filing shall be deemed to be withdrawn;
- (c) if the requirements for filing a case are not met, the Secretariat will return the request for filing the case with reasons through the E-Platform or other means permitted by law;
- (d) if an on-site review is required due to the complexity of the circumstances, the parties shall bring the non-electronic case filing materials to the workplace of SHIAC at the request of the Secretariat for a review by the Secretariat, and SHIAC shall decide on whether

or not to file a case based on the results of the review; and

(e) if the Secretariat's review confirms that the material is false or duplicated, the case will be invalidated, and the Secretariat will return the application for filing the case through the E-Platform or other legally permissible means.

4. Where the following circumstances exist, in addition to submitting the electronic filing materials, the Secretariat is authorized to require the parties to submit the appropriate number of paper copies of the relevant filing materials or the relevant originals in accordance with the arbitration rules applicable to the case:

- (a) if the parties have not agreed in the contract or the arbitration agreement on the address for service and the manner of service for electronic service;
- (b) where service cannot be accomplished directly after the case has been accepted by the electronic means provided for in Article 8 of this Guidance;
- (c) where a party has applied interim measures;
- (d) if the case file contains exhibits that cannot be submitted electronically; and
- (e) other cases where the Secretariat considers that an original or paper copy is required.

5. The provisions of this article shall apply by reference if the parties have submitted their request to file a case through another online method recognized by SHIAC.

## **Article 11 Decision on Online Hearings**

1. Except as provided in Article 5, the tribunal shall, after fully hearing the parties and acting fairly and impartially and giving the parties a reasonable opportunity to be heard and to argue their case, decide whether to conduct the hearing online, taking into account the factual circumstances of the case and the parties.
2. If the tribunal decides to hold an online hearing unless otherwise agreed by the parties, it will be conducted through the E-Platform.

## **Article 12 Preparation for Online Hearings**

1. After deciding to hold an online hearing, the tribunal shall promptly instruct the Secretariat to communicate its decision to the parties. The parties participating in the online hearing shall sign a Confidentiality Statement for Online Hearings (see Annex II) and submit it to the Secretariat for filing within a specified period.
2. The tribunal may, before the hearing, hear the parties on matters relating to the online hearing, including, but not limited to, the time of the hearing, the procedural steps that need to be carried out, the persons who will participate in the hearing, the ancillary facilities that need to be used and their technicians, the confidentiality requirements of the case, the safeguards for the security of personal information and the security of network data, how the documents and materials are to be examined, how the witnesses are to give testimony, how the audio-visual

recordings of the hearing are to be made, form of transcripts of the hearings, and measures to deal with possible technical failures during the hearings. After the tribunal has decided on the above matters, the Secretariat communicates the decision to the parties and the participants in the arbitration.

3. The tribunal may, on its initiative or by authorizing the Secretariat, organize the parties and other persons participating in the online hearing to carry out the necessary commissioning of the equipment before the hearing to ensure that the hardware equipment used by the parties to participate in the online hearing is capable of achieving a state of clear sound and clear video and that there are no technical interfering factors. The persons participating in the online hearing shall cooperate in the aforementioned debugging work.

4. The parties shall ensure that they have electronically uploaded to the E-Platform the materials required for the online hearing, including but not limited to the subject qualification documents, authorization documents, written submissions, and evidentiary materials, before the hearing.

## **Article 13 Conduct of Online Hearings**

1. Before the formal commencement of the online hearing, the tribunal shall confirm the identities of the persons appearing before it and the environment in which they are located and shall provide reminders of the precautions to be taken in the online hearing. Persons participating in the online hearing shall choose a place where confidentiality is vital, there is

no interference, the light is suitable, and the network signal is good to participate in the online hearing. It is prohibited to participate in the hearing in public places such as internet cafes, shopping malls, means of transportation, or in places that may affect the audio and video effects of the hearing or in places where the seriousness of the hearing is undermined.

2. During the hearing, persons participating in the online hearing shall observe the order of the online hearing. If any party intentionally disrupts the order of the hearing and the tribunal fails to advise, the tribunal may announce the termination of the hearing and require that party to bear the adverse consequences.
3. In cases requiring joint deliberations, the tribunal may instruct the Secretariat to set the time for joint deliberations in advance and to reserve a separate online meeting room.
4. If a moderator is required in the online courtroom, he or she may be a member of the tribunal or a staff member of the Secretariat authorized by the tribunal to act as such. The moderator is responsible for observing the participants' screens, operating functions such as gagging, muting, entry and exit of persons into and out of the courtroom, sharing screens under the needs of the hearing, and prompting the parties to pay attention to the system producing information.
5. If a party is disconnected, the tribunal shall suspend the hearing and wait for the disconnected party to reconnect; the detached party shall also contact the Secretariat promptly to coordinate the re-connection.

6. If the parties or their arbitration representatives fail to attend the online hearing on time without a valid notice and a valid reason, they shall be deemed not to be present at the hearing; if they intentionally disengage from the online hearing system during the hearing without the permission of the tribunal, they shall be deemed to have withdrawn from the hearing in the middle of the hearing. If the claimant fails to attend the hearing without justifiable reasons or withdraws from the hearing midway, it may be deemed to have withdrawn its arbitration claims; if the respondent puts forward a counterclaim, the tribunal shall not be affected in conducting the hearing on the counterclaim and making a ruling. If the respondent fails to appear at the hearing or withdraws from it without justifiable reasons, the tribunal may conduct hearings in absentia and make an award; if the respondent makes a counterclaim, it may be deemed to have withdrawn the counterclaim.

7. During online hearings, the tribunal shall safeguard the parties' rights to fully present their views, including, but not limited to, the application for recusal, the presentation of evidence, the examination of evidence, the debate, and the closing arguments.

8. If the online hearing cannot be conducted due to objective technical risks such as network interruption, equipment failure, or virus intrusion, the tribunal may decide to terminate the hearing and make a decision on scheduling the hearing again. SHIAC or the tribunal shall not be liable for the risks arising therefrom.

## **Article 14 Recording of Online Hearings**

1. For cases heard online, transcripts and audio-visual recordings of court proceedings other than mediation shall be produced.
2. The parties shall confirm the transcript of the hearings, the tribunal, and other participants in the arbitration who have attended the hearings. The tribunal may, after hearing the parties, make arrangements for the form, revision, correction, and signature of the transcript of the hearings.

## **Article 15 Electronic Evidence**

1. The evidence submitted by the parties may be electronic data generated, sent, received, or stored by electronic, optical, magnetic, or similar means. For evidence such as documentary evidence, physical evidence, audio-visual materials, expert opinions, and investigation transcripts, the parties may submit them electronically or, with the consent of the tribunal, by or with the aid of non-electronic means such as mail and express mail.
2. The tribunal may decide on the manner of presentation and examination of evidence in light of the circumstances of the case and the nature of the evidence. The tribunal may require the parties to produce originals and original documents if one of the following circumstances exists:
  - (a) if the opposing party believes that the electronic material is inconsistent with the original material and provides reasonable grounds and

justification for doing so;

- (b) incomplete presentation, unclear content, and formatting of electronic materials; and
- (c) if the tribunal considers it necessary to produce the original copy, the original thing.

3. The submitting party shall state the authenticity of the electronically submitted material of the parties:

- (a) reliability of the method of generating, storing, or transmitting electronic data;
- (b) reliability of the method used to keep the integrity of contents;
- (c) reliability of the method used to identify the sender; and
- (d) other relevant factors that may prove the authenticity of the evidence.

4. In the following circumstances, the party submitting the electronic material shall provide appropriate evidence for clarification:

- (a) where an application for notarization is made to a notary public at the time the data are generated;
- (b) when certification is made by e-discovery and depository platforms or through electronic signatures, trusted time stamps, hash value verification, block-chain, and other technical means which are used to collect and fix evidence and are tamper-proofing; and
- (c) other means of ensuring that the content of the electronic data remains intact and unaltered from the time of its formation.

## **Article 16 Electronic Signatures and Files**

1. The parties may electronically sign relevant documents and materials with an electronic signature or seal formed through the E-Platform or with an electronic signature or seal certified by a third-party electronic certification authority established under the law. The electronic signature or seal formed or certified accordingly shall have the same legal effect as a handwritten one.
2. Electronic signatures or seals formed by means other than through the E-Platform shall simultaneously meet the following conditions:
  - (a) electronic signature or seal creation data, when used for electronic signatures or seals, are the exclusive property of the person signing or sealing the electronic signature or seal;
  - (b) the electronic signature or seal creation data at the time of signing or affixing is controlled only by the person who signed or stamped it;
  - (c) any alteration of the electronic signature or seal after signing or affixing can be detected; and
  - (d) any alteration to the content and form of the data message after signing or affixing can be detected.
3. Upon authorization by the tribunal, SHIAC may use the electronic signature of the arbitrators reserved by SHIAC in documents to be signed by the tribunal. SHIAC may use an electronic seal to affix a seal to an instrument to be attached by SHIAC.

4. The E-Platform generates electronic files in parallel with the case. Subject to confidentiality, data security, and network security in arbitration, the parties and other arbitration participants may access the electronic dossier under the authorization of SHIAC.

## **Article 17 Making of Decision**

The relevant decisions under this Guidance are to be made by the Secretariat before the tribunal's constitution and by the tribunal after its constitution.

## **Article 18 Limitation of Liability**

1. When conducting online arbitration, SHIAC will process the personal information of the parties and arbitration participants through the "Statement on the Processing of Personal Information of Users of Dispute Resolution Services of the Shanghai International Economic and Trade Arbitration Commission (Shanghai International Arbitration Center)" (see Annex III).
2. SHIAC and its staff shall not be liable for any failure of the E-Platform or any other security risk in online arbitration arising from force majeure, computer viruses, hacker attacks, system instability, network failures, and other reasons not attributable to SHIAC.

## **Article 19 Revision and Interpretation of the Guidance**

1. This Guidance shall be effective from January 1, 2024, and SHIAC reserves the right to interpret this Guidance.

2. After implementing this Guidance, the “Guidance on Online Hearings of the Shanghai International Economic and Trade Arbitration Commission (Shanghai International Arbitration Center)” will no longer be in force.

# **Annex I: E-Platform Instructions**

## **Shanghai International Economic and Trade Arbitration Commission (Shanghai International Arbitration Center) E-Platform Instructions**

### **Article 1 General Provisions**

1. To better fulfill the statutory duties of the Shanghai International Economic and Trade Arbitration Commission (also named “Shanghai International Arbitration Center”, formerly named “China International Economic and Trade Arbitration Commission Shanghai Commission/Sub-Commission”, hereinafter referred to as “SHIAC”) and to improve the quality and efficiency of SHIAC’s arbitration, mediation and other dispute resolution services, SHIAC provides the following services to parties, representatives, arbitrators and other users (hereinafter referred to as the “Users”) to register and use the E-Platform of the Shanghai International Economic and Trade Arbitration Commission (SHIAC) (hereinafter referred to as the “the E-Platform”).
2. These Instructions contain matters that the Users shall agree to and comply with when registering for and using the E-Platform. Users shall accept and abide by these Instructions when registering for and using the E-Platform.

### **Article 2 The E-Platform**

1. The E-Platform is a digital, intelligent, full-process internet-based online dispute resolution service

platform provided, managed and maintained by SHIAC. Relying on the E-Platform, SHIAC provides the following online dispute resolution services to the Users:

- (a) online case filing;
- (b) online submission, access and receipt of documentation;
- (c) online hearing, mediation, hearings; and
- (d) other services relating to the performance by SHIAC of the statutory functions of an arbitral institution.

2. The Users using the E-Platform are deemed to have agreed to apply the relevant provisions of the Arbitration Rules of SHIAC and the relevant procedural Guidance on online dispute resolution procedures.

3. Access to the E-Platform is subject to the information officially published by SHIAC.

### **Article 3 Application of the Instructions**

1. By clicking “Agree”/“Accept” on the registration page of the E-Platform or otherwise using any of the services, the Users are deemed to have read, understood, and fully agreed to all the Instructions.
2. These Instructions shall apply from the date of the Users’ registration and shall be applicable throughout the use of the E-Platform.

### **Article 4 User Registration**

1. Users are required to register before using the

E-Platform. Users entitled to register and use the services of the E-Platform include:

- (a) the parties to an arbitration case include natural persons and natural persons authorized to exercise the right to arbitration on behalf of legal persons and unincorporated organizations under the relevant legal provisions;
- (b) a representative authorized by the parties to the arbitration case to do so;
- (c) persons authorized by the tribunal or SHIAC under the arbitration rules applicable to the case, including witnesses, experts, stenographers, translators, and technical support personnel; and
- (d) arbitrators and mediators of SHIAC.

2. Users registering for the services of the E-Platform shall fill in the registration information under the system prompts, including name, surname, identification number, legal address, delivery address, contact telephone number, email address, upload the documents and materials necessary for verification of identity and authorization, and click on “Agree”/“Accept” the relevant terms and conditions. Users should ensure that the registration information provided is complete and accurate and updated promptly after the change of information.

3. SHIAC will promptly inform the user through the contact information reserved by the user whether or not the user has successfully registered for the E-Platform.

## **Article 5 Processing of Users Information**

When SHIAC handles Users' personal information through the E-Platform, a Statement on the Processing of Personal Information of Users of Dispute Resolution Services of the Shanghai International Economic and Trade Arbitration Commission (Shanghai International Arbitration Center) will be applied.

## **Article 6 Obligations of Users**

1. Users shall comply with the laws and regulations, the arbitration rules of SHIAC, the relevant procedural Guidance, and the provisions of the Instructions when using the E-Platform.
2. Users shall not assign any of their rights in the E-Platform without the consent of SHIAC, including but not limited to transferring/informing the access code to a third party or assigning the relevant obligations assumed by Users by contract or other means.
3. Users shall ensure that the Instructions bind the personnel authorized by the Users to register for the E-Platform. The User shall be fully responsible for any violation of the Instructions by its authorized personnel.
4. Users shall keep their account passwords for using the E-Platform services secure and take all necessary measures to ensure their safety. If another person makes unauthorized use of the User's account, the User shall immediately notify SHIAC.

5. Users shall not engage in the following behaviors:

- (a) malicious access behavior, including, but not limited to, accessing data that does not belong to the User or logging into accounts or servers that Users are not authorized to access;
- (b) attempts to detect, scan, or test the vulnerability of systems and networks or take other measures that violate security and authentication without proper authorization;
- (c) attempting to interfere with the E-Platform's provision of services to other users, hosts, or networks, including, without limitation, uploading or attaching files that contain viruses or corrupted files and any software or programs that may disrupt the system or the operation of other users' computers by overloading, spamming, mail bombing or crashing them; and
- (d) other acts that may damage the security of the E-Platform system.

6. If a user intentionally violates his/her obligations under the Instructions and fails to rectify the circumstances after due notice from SHIAC, SHIAC has the right to restrict the User's use of some or all of the functions. The User may apply to SHIAC for restoration of his/her use function within the prescribed period after receiving the notice of restriction of use issued by SHIAC, and SHIAC has the right to cancel his/her account if he/she fails to apply for restoration of his/her use function within the prescribed period.

7. The right of a user to continue to participate in the dispute resolution process through offline modality

during the period of restriction of the use of the function or after the account has been canceled shall not be affected, but the Users shall not be exempted from the liability that he or she may incur as a result of his or her actions.

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

1. Based on the actual needs for major system maintenance and essential software updates to safeguard the functions of the E-Platform, SHIAC has the right to modify or temporarily suspend the use of all or part of the functions of the E-Platform with prior notice to the Users.
2. SHIAC will adopt safeguards following relevant industry standards and technical means to manage and maintain the E-Platform to prevent unauthorized persons from accessing, using, tampering with, or disclosing User data processed or stored in the E-Platform.

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

1. SHIAC owns all rights, including intellectual property rights, in any software, designs, documents, data, images, databases, know-how, and materials on the E-Platform and its systems or other information on the Platform (hereinafter referred to as “System IPR”), without prejudice to the rights of Users or of third parties in their data. SHIAC does not grant any rights to Users other than those expressly provided for in the Instructions. In addition, Users shall treat the System IPR as confidential information of SHIAC.

2. SHIAC grants Users registered under the Instructions a personal, non-exclusive, and non-transferable right to access and use the E-Platform under the Arbitration Rules of SHIAC and the relevant procedural Guidance. Without prior written authorization from SHIAC, no Users shall, directly or indirectly, reproduce, display, modify, alter, create derivative works of, excerpt, redistribute in any form in any medium any content involving the intellectual property rights of the E-Platform or portions thereof, or reverse engineer, disassemble, or decompile the E-Platform and use the E-Platform to engage in any unlawful or fraudulent activity or infringe upon the legal rights of third parties.

## **Article 9 Limitation of Liability**

1. SHIAC shall not be liable for defects arising from the system Users use to log on to the E-Platform or defects arising from his/her misuse of the E-Platform.
2. Any loss or damage of any kind incurred by or in connection with the data content sent, uploaded, downloaded, streamed, published, transmitted, displayed, or otherwise made available by the User on the E-Platform shall be the sole responsibility of the Users, and SHIAC shall not be liable for any claim or breach of contract relating to the data content provided by such User.
3. SHIAC shall not be liable for any public display of user-provided data content or misuse of its data content. However, to the extent permitted by law, SHIAC reserves the right to review user-provided data content at its sole discretion and to delete any user-provided data content under the law.

## **Article 10 Revision and Interpretation of the Instructions**

1. SHIAC reserves the right to modify the contents of the provisions of the Instructions at any time. SHIAC will publish the revised Instructions through the official platform of SHIAC, and the relevant modifications shall take effect from the date specified. If a user who has registered for the E-Platform disagrees with the amended Instructions, he/she will not be able to continue to log in and use the services of the E-Platform.
2. SHIAC shall have the final interpretation of the Instructions.

## **Annex II: Confidentiality Statement for Online Hearings**

### **Confidentiality Statement for Online Hearings**

1. We guarantee that all participants in the online hearing are aware of and comply with the confidentiality obligations stipulated in *the Arbitration Law of the People's Republic of China* and the Arbitration Rules of the Shanghai International Economic and Trade Arbitration Commission (Shanghai International Arbitration Center) and that they will not disclose to the outside world the confidential information and matters in the course of the hearing.
2. We guarantee that we will accurately report to the tribunal the identities of the persons participating in the online hearing and that the identities and authorities of all of our personnel participating in the hearing, including but not limited to myself, legal representatives, representatives, witnesses, interpreters, and technical support personnel, are following the documents certifying the subject's qualifications and the authorization letter submitted before the hearing.
3. We guarantee that, without the consent of the tribunal, none of our personnel participating in the online hearing will record or videotape any part of the hearing, nor will they privately consult, communicate with, or consult with persons other than those participating in the online hearing during the hearing.
4. We are aware of the provisions of the jurisdiction in which the arbitration procedure, in this case, is

taking place and in which the award is being enforced concerning privacy, confidentiality, data protection, and cybersecurity, and we guarantee that all persons participating in the online hearing will conduct the online hearing in compliance with such provisions.

Name:

Date:

# **Annex III: Statement on the Processing of Personal Information of Users of Dispute Resolution Services**

## **Statement on the Processing of Personal Information of Users of Dispute Resolution Services of the Shanghai International Economic and Trade Arbitration Commission (Shanghai International Arbitration Center)**

### **Article 1 General Provisions**

1. The Shanghai International Economic and Trade Arbitration Commission (also named “Shanghai International Arbitration Center”, formerly named “China International Economic and Trade Arbitration Commission Shanghai Commission/Sub-Commission”, hereinafter referred to as “SHIAC”) is an arbitration institution established in the People’s Republic of China under the law. It provides arbitration, mediation, and other dispute resolution services under the law, the statute of SHIAC, applicable arbitration rules, and different procedural rules.
2. To perform its statutory duties prescribed by *the Arbitration Law of the People’s Republic of China*, *the Civil Procedure Law of the People’s Republic of China*, and other laws and relevant administrative regulations, SHIAC shall, When providing dispute resolution services, under *the Personal Information Protection Law of the People’s Republic of China*, *Data Security Law of the People’s Republic of China*, *Network Security Law of the People’s Republic of China* and other laws and relevant administrative

regulations, and based on following the principle of minimum collection, process the personal information of the parties and their representatives, arbitrators, mediators and other users of the SHIAC's dispute resolution service (hereinafter referred to as "Users").

3. Users shall be deemed to have consented to SHIAC's processing of their personal information by submitting such information to SHIAC during SHIAC's dispute resolution procedures. Except for laws and administrative regulations that stipulate that the consent of an individual must be obtained separately for the processing of personal information, SHIAC shall not seek the User's consent individually for the processing of the User's personal information within the scope of Article 2.

## **Article 2 Collection of Personal Information**

SHIAC collects the following necessary personal information for Users:

1. Identification information of User subject;
2. Communication messages used to contact Users;
3. Financial information used for the collection and disbursement of payments to Users in connection with SHIAC's dispute resolution services; and
4. Other information that SHIAC considers necessary for SHIAC to perform its statutory duties and provide dispute resolution services.

## **Article 3 Use of Personal Information**

SHIAC uses Users' personal information in the following circumstances:

1. When SHIAC performs the statutory duties of an arbitration institution;
2. When SHIAC fulfills other statutory obligations under laws and administrative regulations; and
3. Other cases that SHIAC deems necessary for SHIAC to perform its statutory duties and provide dispute resolution services in accordance with the requirements of laws and regulations.

## **Article 4 Provision and Transmission of Personal Information**

1. Considering the security of personal information, SHIAC will not provide Users' personal information to third parties without the Users' authorized consent, except in the following cases:
  - (a) to fulfill the legal duties and legal obligations stipulated by laws and administrative regulations;
  - (b) when the personal information has been disclosed by Users themselves or under the law; and
  - (c) other cases that SHIAC deems necessary for the fulfillment of its statutory duties and the provision of dispute resolution services in accordance with the requirements of laws and regulations.
2. If SHIAC needs to provide and transfer users' personal information across borders to fulfill its statutory duties and provide dispute resolution services, it shall do so under the provisions of relevant laws and regulations.

## **Article 5 Security of Personal Information**

SHIAC will take the necessary security measures under the law when carrying out the act of collecting, using, providing, transmitting, and other acts of processing Users' personal information. SHIAC shall not be responsible for the security risks of Users' personal information that SHIAC does not cause.

## **Article 6 Other Circumstances**

The following circumstances may involve the processing of personal information about the application of the relevant provisions of this statement:

1. Selection and recruitment of arbitrators and mediators for SHIAC;
2. Recruitment of staff for SHIAC;
3. Business seminars and academic exchanges of SHIAC; and
4. Other circumstances relating to the operation of SHIAC.

## **Article 7 Revision and Interpretation of this Statement**

SHIAC reserves the right to modify the contents of the provisions of this Statement at any time. SHIAC will publish the revised version of this Statement through the official platform of SHIAC, and the relevant modifications shall take effect from the date specified.

SHIAC shall have the final authority to interpret this Statement.