

## **Terms and Conditions for users of ICC Case Connect Powered by Opus 2.**

These general terms and conditions (hereinafter the “**Terms and Conditions**”) are a contract between any legal person or private individual (the “User” or “you”) and the International Chamber of Commerce (“**ICC**”, “**we**”, “**us**”). The purpose of ICC Case Connect powered by Opus 2 (the “**Platform**” or “**ICC Case Connect**”) is to act as the centralized repository for ICC proceedings and enhance efficiency of the dispute resolution services and activities performed by the International Court of Arbitration (the “Court”) and its Secretariat, the ICC International Centre for ADR and its Standing Committee (the “**ADR Centre**”) under the ICC Arbitration Rules, ICC Mediation Rules, other rules and similar dispute resolution proceedings (the “**ICC proceedings**”). This platform is integrated with existing additional systems for financial processes (hosted through SAP), and processes for communications and business intelligence reporting.

The Terms and Conditions shall define the obligations of the parties with respect to the use of the Platform and the Services.

### **Article 1 - Legal Notices**

The Platform is administered in France by ICC, a not-for-profit association organised under the French law of 1 July 1901 and represented by its Secretary General. Its headquarters are located at 33-43 Avenue du Président Wilson, 75116, Paris, France. You can reach us by sending an email at the addresses available [here](#).

### **Article 2 - Consent to use the Platform, Scope of Application, Modification**

By clicking “ACCEPT” or otherwise accessing or using any Services, the User accepts the Terms and Conditions.

The ICC reserves the right to amend the Terms and Conditions at any time by posting the Terms and Conditions on the Platform and informing the Users. Such amendments shall take effect at the date specified within such amendment. Users are entitled to object to them prior to such amendments taking effect. In case of such objection, Users will be disconnected from the Platform and will no longer have access to the Services. If any provision of the Terms and Conditions is for any reason held to be invalid, illegal or otherwise unenforceable, to the maximum extent permitted by the applicable law, such unenforceability does not affect any other provision; the Terms and Conditions are then to be construed as if they had never contained the provision(s) in question and are to be interpreted, in so far as possible, in such a way as to maintain their original intent.

### **Article 3 - Purpose of the Platform**

The general purpose of the Platform is to provide the following services to the User (the “**Services**”):

- A centralized, on-line overview and access to all ICC proceedings relevant to the authorized Users;
- E-Filing (Application and payment): Dedicated portal for e-filing requests and e-payment of the registration fee, with optional E-payment gateway (hosted by Stripe).
- A secure, dedicated space facilitating exchanges and document/information -sharing for any specific ICC proceedings between the authorized Users and ICC;
- Provision of general documents and information related to ICC Dispute Resolution Services;
- Provision of a directory of online profiles of current or potential arbitrators, mediators, expert determiners, dispute board members, and individuals with similar functions (“**Neutrals**”);
- Provision of an online form for completion of the ICC Curriculum Vitae and ICC Neutral Statement Acceptance, Availability, Impartiality and Independence for each case;
- Provision of information on the current members of the Court and Secretariat and their functions.
- Provision of relevant information to authorized Court Members and National Committee Nomination Commission members via dedicated portals;

The above-list of Services may be subject to future evolutions or changes.

#### **Articles 4 - User Registration and Obligations**

Access to the Platform requires a prior registration and **Users must comply with all applicable laws and regulations when registering and during its use.**

Users must provide correct and complete information when registering and update such information if necessary. Registration of external User accounts is granted by the ICC to:

- a. Parties (including in-house counsel and recipient of a power of attorney/delegation of authority in the company) who file a request;
- b. Legal representatives (external counsel) of a party in an ICC Proceeding invited by the Secretariat of the Court to join the platform and case as appropriate;
- c. Neutrals;
- d. Fact and expert Witnesses; or
- e. Any other individual invited to connect by ICC, such as the National Committees (“NC”) or the Court members. Once granted, ICC Case Connect User accounts are created on the basis of name and email address and Users shall sign in using email address and password. They may be required to use a Multi-Factor Authentication (MFA) protocol to connect. Users shall not misuse any access authorization granted to them. By registering,

Users agree to being contacted by ICC by e-mail or phone. Users are responsible for maintaining the confidentiality of their account and password to prevent unauthorized access to that account.

Users must take all necessary steps to keep their password secure and must inform the Secretariat of the Court immediately if it is being or could be used without authorization.

#### **Article 5 - Technical discontinuance of the Platform**

ICC reserves the right at any time to modify or discontinue temporarily, for a reasonable period, the Platform (or any part thereof) for technical reasons, including data protection and security and maintenance, with or without notice. Users agree that ICC shall not be held liable to them or to any third party for any modification, suspension or discontinuance of parts of the Platform.

#### **Article 6 - Users Data and Data Protection**

Users authorize ICC to process personal data or other information submitted via the Platform necessary to fulfill the purposes of the Platform as reasonably required to provide the Services (the "**User Data**"). For more information regarding our privacy policy, we advise you to refer to the ICC Data Privacy Notice for [ICC Dispute Resolution Proceedings](#) to better understand our practice.

#### **Article 7 - Platform Security**

ICC will ensure that the Platform is governed by reasonable, industry-standard technical and organizational safeguards to prevent any unauthorized access, use or disclosure of User Data which is processed through or stored in the Platform. These safeguards include, but are not limited to, safeguards with respect to personnel, facilities, hardware and software, storage and networks, access controls, monitoring and logging, vulnerability and breach detection, incident response, and encryption of data while in transit and at rest. Users shall not violate or attempt to violate the security of the Platform, including, without limitation, by

(a) accessing data not intended for you or logging onto a server or an account, which Users are not authorized to access;

(b) attempting to probe, scan or test the vulnerability of a system, network or breach security or authentication measures without proper authorization;

(c) attempting to interfere with Services to any other user, host or network, including, without limitation, via means of uploading or attaching virus-containing or corrupted files or any software or programs that might damage the Platform or the operation of another User's computer, overloading, and "flooding," "spamming," "mail bombing" or "crashing.";

(d) sending unsolicited emails, including promotions and/or advertising.

## **Article 8 - Choice of Language**

The Platform's general administrative features, settings and information are in English. Correspondence exchanged via the Platform in relation to specific ICC Proceedings shall be in the language of the ICC Proceedings determined in accordance with the Rules.

## **Article 9 - Ownership, Intellectual Property**

ICC and its licensors hold all rights, including intellectual property rights, in the Platform, any software, text, designs, registered and non-registered trademarks, documents, data, images, data bases, know-how and material or other information on the Platform ("**Platform IPR**"), without prejudice to User or third party rights in User Data. No rights are granted to Users other than as expressly set forth in the Terms and Conditions. Moreover, the User shall consider Platform IPR as confidential information of ICC. ICC grants to the User a personal, non-exclusive, non-transferable and revocable right to access and use the Platform for the sole purpose of accessing the Services under the conditions specified herein. Neither ICC nor Users shall use the other's branding, registered and non-registered trademarks, or names without the other's prior written permission, save that Users expressly grant ICC and other Users in dispute resolutions proceedings the right to refer to Users, including by use of their names and logos in presentations, forums or as a part of an ICC members' list or otherwise as necessary for the use or provision of Services, unless Users notify otherwise. More generally, the Users shall not:

- reproduce, copy, represent, publicly display, download, store, transmit, link to, modify, alter, create derivative works, extract, redistribute any Platform IPR or parts thereof directly or indirectly, on any medium and in any form whatsoever, without the prior written authorization of ICC;
- reverse engineer, disassemble, decompile the Platform software or otherwise attempt to steal the software codes, or
- use the Platform to engage in any unlawful or fraudulent activity or violate the legal rights of a third party.

## **Article 10 - Indemnity**

The User agrees to defend, indemnify and hold ICC harmless from and against all claims, actions, demands, liabilities, losses or damages, expenses including reasonable attorney's fees arising from or relating to:

- (i) its use of the Platform and the Services,
- (ii) its breach of the Terms and Conditions,
- (iii) any claims that it violates any third party's intellectual property rights, or more generally, any rights of a third party,
- (iv) its violation of any applicable laws or regulations.

## **Article 11 - Liability**

ICC will not be responsible for the deficiencies originating from the User's internal system nor responsible for any wrong use of the Platform by the Users. Any loss or damage of any kind that occurs as a result or in relation of the User's content which is sent, uploaded, downloaded, streamed, posted, transmitted, displayed, or otherwise made available by the Users on the Platform (the **"User Content"**) is solely the responsibility of the Users. ICC will not be responsible for reviewing and policing the User Content nor for any claims or default related to this User Content. ICC will not be responsible for any public display or misuse of the User Content. ICC, however, to the extent permitted by law, reserves the right to review any or all User Content in its sole discretion and reserves the right to remove or delete any User Content, in whole or in part.

## **Article 12 - Help Desk**

ICC shall provide during normal working hours (Monday to Friday CEST 09:00 - 18:00), a helpdesk service for all support and technical enquiries raised by the User regarding this Platform. The Helpdesk will support the process for requesting ad hoc services, incident reporting procedures where appropriate and management of an agreed change control procedure.

## **Article 13 - General Provisions**

### 13.1 Term and termination

The Terms and Conditions shall apply from the moment of User's registration and throughout their involvement in the ICC Case Connect. ICC, in its sole discretion, may terminate the Users' access to the Platform, if ICC believes that User has violated or acted inconsistently with the letter or spirit of the Terms and Conditions.

### 13.2 Governing law and jurisdiction

The Terms and Conditions are subject to the laws of France without its conflict of laws provisions. In the event of any dispute arising out of or in connection with the Terms and Conditions, such dispute shall be settled by the Paris Judicial Tribunal (Tribunal Judiciaire de Paris) in France, which shall have exclusive jurisdiction.

### 13.3 Force Majeure

Neither party will be held liable for interruptions in the performance of its obligations under the Terms and Conditions due to matters beyond its reasonable control, including acts of God, acts of government, floods, fires, earthquakes, strikes or other labour problems, delays of hosting providers or Internet service suppliers, telecommunication failures, or online attacks.

### 13.4 Assignment

Except in their working structure and where the necessary authorizations/delegations do exist, users cannot assign any of their rights (including communicating access code to a third party) or obligations hereunder, whether by operation of law or otherwise, without a prior information to and written consent of the ICC Court Secretariat and ADR Centre. Users guarantee that any assignee within their working structure is bound by these Terms & Conditions and users remain fully responsible for any breach thereof.

## **INFORMATION NOTICE ON THE PROCESSING OF PERSONAL DATA IN THE INTERNATIONAL CHAMBER OF COMMERCE ICC CASE CONNECT POWERED BY OPUS 2 (“ICC CASE CONNECT”)**

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This information notice provides information about how the International Chamber of Commerce (hereafter ICC), as data controller, processes personal data in ICC Case Connect.

ICC is committed to respecting data protection as well as the privacy of all individuals and to acting in a transparent manner and in compliance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation, hereafter “GDPR”) and French data protection law.

### **WHAT IS ICC CASE CONNECT**

#### **Purpose of the platform**

ICC Case Connect is ICC’s new case management platform used in the context of dispute resolution services and activities, performed by the International Court of Arbitration (the “Court”) and its Secretariat, the ICC International Centre for Alternative Dispute Resolution (hereafter “ADR”) and its Standing Committee under the ICC Arbitration Rules, ICC Mediation Rules, other rules and similar dispute resolution proceedings (hereafter “ICC Proceedings”). It reaffirms ICC’s commitment to enhancing the efficiency of arbitration and making business work for everyone, every day, everywhere. The platform is designed to handle the scale and complexity of disputes managed under the ICC Proceedings.

#### **How does it work**

ICC Case Connect is powered by Opus2. The solution connects parties, representatives, arbitral tribunals, the ICC Court and its Secretariat in a single, cloud-based hub where

the complete case lifecycle is managed. On the date of deployment, ICC Case Connect does not provide artificial intelligence features or capabilities.

It is composed of the following features:

- Enhanced E-Filing: A user-friendly portal powers electronic submission and processing of Request for Arbitration or Applications for other services, facilitating case progression and offering an integrated filing fee e-payment system.
- Secure digital document management: Centralized case files ensure real-time access, instant retrieval, and secure sharing of case information, documents, submissions and awards between parties, representatives, arbitrators, neutrals and ICC.
- Dedicated party and arbitrator portals: Secure, role-specific portals provide a personalized experience, offering document access, case notifications and features tailored to user needs.
- Financial management: integrated financial processes and built-in arbitrator expense management improve efficiency and facilitate financial oversight.
- Administrative efficiencies: ICC operations, task management and decision-making workflows are optimized for greater efficiency and fluidity, improving the overall case management experience and ensuring arbitration proceedings remain on track.
- Customizable user accounts: Users can manage and personalize accounts, facilitating collaboration and enabling authorised administrative personnel to securely handle case administration tasks.
- Self-registration for arbitrators and neutrals: A new feature allows prospective arbitrators and neutrals to submit relevant information.

## **HOW IS PERSONAL DATA PROCESSED IN ICC CASE CONNECT**

### **1. LEGITIMATE BASIS**

ICC uses the following legitimate bases to process personal data: informed consent, performance of a contract and / or the establishment, exercise or defence of legal claims.

### **2. PURPOSES FOR PROCESSING**

ICC processes personal data for the following purposes:

- Administration of ICC Proceedings in accordance with applicable rules;
- Assessment and selection of suitable Arbitrators and Neutrals;
- General conduct of proceedings, including communications between participants and fulfilment of administrative tasks;

- Administration of accounts and finance;
- Establishment, exercise or defence of legal claims of ICC and to meet ICC legal obligations including tax and compliance obligations;
- The provision of services to an individual in connection with ICC Proceedings;
- Accessing ICC Case Connect;
- Improvement of quality of services and awards;
- Scientific, historical statistical research, including predictive trends in arbitration to the extent permitted by law; and
- Ensuring data security and service continuity in ICC Case Connect.

Personal data is not used for automatic profiling or decision-making.

### **3. PERSONAL DATA PROCESSED**

In order to operate ICC Case Connect and to conduct ICC proceedings, ICC collects and processes the following categories of personal data:

- Identification data (e.g. name and surname, identification number, fiscal code, nationality)
- Contact details (e.g. e-mail address, telephone number, address)
- Transaction data (e.g. purchased of goods and services, contract conclusion date)
- Financial data (e.g. credit card or bank details)
- Location data
- IT or device data (e.g. IP address, IMEI or MAC code, access data to log into IT systems)
- Judicial data
- Data relating to telematic traffic and electronic communications

In addition, ICC might be the recipient of special categories of data, as defined under article 9 GDPR (such as data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs). This would happen only in the limited cases where the Parties decide to share such data (for instance, if religious belonging is specified on a national identity card) or where such data forms part of the criteria defined by the Parties in order to designate an Arbitrator. In no circumstances would ICC use this data to conduct ICC Proceedings or for any other purposes.

### **4. DATA RETENTION PERIOD**

ICC keeps personal data in ICC Case Connect for as long as required to achieve the purposes listed above in section 3. Retention periods applied therefore depend on the specific purpose for which personal data is processed. For instance:

- For case management: ICC retains personal data active in ICC Case Connect for a period of case duration; ICC will then keep personal data in an intermediate archive for a period of 10 years after case closure in order to meet ICC legal



obligations ; ICC will finally archive permanently personal data, partially or in full, if there is a legal obligation to do so or for historical, statistical or scientific purposes;

- For payment: ICC retains personal data active in ICC Connect for a period of 10 years after case closure, for audit purposes.

## **5. PROVIDERS INVOLVED AND DATA SECURITY SAFEGUARDS**

To ensure effective running of ICC Case Connect, ICC works with a service provider, Opus2, which acts as a Data Processor. Personal data is processed by Opus2 under the instructions of ICC and in accordance with contractual obligations and data security safeguards (including encryption), which also extends to Opus2 sub-processors. Opus2 sub-processors include Amazon Web Services (hereafter “AWS”). Personal data mentioned above in section 3 is stored in AWS data centres in Ireland. Multifactor authentication is also managed by AWS, ensuring an additional layer of security for user authentication. AWS handles the verification of the second factor during user authentication, providing robust protection against unauthorized access.

## **6. INTERNATIONAL TRANSFERS**

In the course of the administration of ICC Proceedings in which you are involved, or as may otherwise become necessary in the course of ICC operations, ICC may be required to transfer personal data outside the European Union (EU) or of the European Economic Area (EEA) to/in countries which may have different data protection laws in place.

If the recipient country is not based in a jurisdiction providing an adequate level of protection for personal data as determined by the European Commission, ICC may transfer personal data in accordance with article 46 and 49 GDPR, including to offices of the Secretariat of the Court namely ICC Hong Kong, ICC Shanghai (China), ICC MENA (United Arab Emirates), SCIAB LTDA (Brazil), ICC Asia Regional Office, SICAS, ICC Academy Private Ltd. (Singapore), SICANA Inc. (USA).

## **WHAT ARE YOUR RIGHTS**

You have the right to:

- Obtain more detailed information on how ICC processes personal data in ICC Case Connect;
- Access your personal data;
- Rectify your personal data if it is incorrect or incomplete;
- Object to the processing of your personal data;
- Delete your personal data; and
- Restrict the processing of your personal data.

These rights are without prejudice to the respect of confidentiality applicable to ICC proceedings.

You may address any question, concern or complaint about the processing of your personal data in ICC Connect to the ICC Global Data Protection Officer to the postal or e-mail addresses indicated further below;

33-43 avenue du Président Wilson, 75116 Paris, France  
[dataprotection@iccwbo.org](mailto:dataprotection@iccwbo.org)

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#### DECLARATION OF CONSENT

I confirm that I have read and understood the information notice for the use of ICC Case Connect, and I agree to the processing of my personal data in line with the information provided above. I understand that my use of ICC Case Connect is voluntary and that I am free to withdraw my consent at any time.

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#### **Disclaimer Claimant**

As per paragraph 121 and 122 of the Note to Parties and Arbitral Tribunals on the Conduct of the Arbitration Under the ICC Rules of Arbitration, as well as applicable data protection laws, ICC is taking appropriate measure to ensure confidentiality and security in ICC Case Connect powered by Opus 2. However, it is incumbent upon the Claimant to ensure the quality of the data inputted into ICC Case Connect, including with a view to comply with the Note to Parties above-mentioned and to ensure the confidentiality and security.