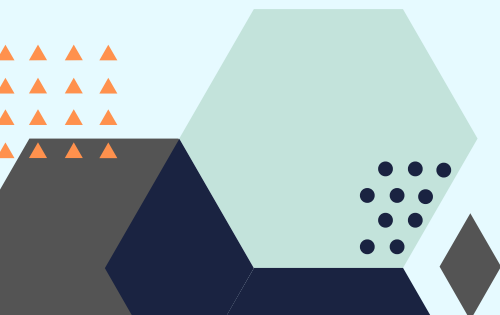




GENERAL TERMS AND CONDITIONS OF USE OF MIZAN'S ARBITRAL PLATFORM

In force as from 1 January 2022



Title I – Introductory provisions

Article 1. Preamble

The mizan Centre of Arbitration and Mediation (« **mizan** ») offers a professional environment including a complete high-tech ecosystem dedicated to the practice of alternative dispute resolution.

With a view to digitizing the arbitration process, mizan provides the parties to a dispute with an electronic platform that enables disputes to be resolved definitively, within a short timeframe and at controlled costs.

This document provides a framework for the use and performance of the administration service of Disputes on the Platform and constitutes a legal agreement between the User and mizan.

This document is an integral part of the mizan Expedited Arbitration Rules in force at the time of use of the Platform.

Article 2. Definitions

Arbitration: an alternative dispute resolution procedure whereby the Parties agree to submit their dispute to a single Arbitrator in accordance with the mizan Expedited Arbitration Rules in force.

Arbitrator: a natural person who has agreed to be appointed by the Parties to settle a Dispute and issue an arbitral Award in accordance with the mizan Expedited Arbitration Rules in force.

Centre: mizan, Arbitration and Mediation Centre whose head office is located at 28 Boulevard Moulay Youssef, 3rd floor, 20070 in Casablanca, Morocco.

Account: personal and secure access assigned to any User of the Platform.

Content: any information that may be generated or found when using the Service and the Site, such as text, images, messages or other similar material.

Arbitration Agreement: a written document in which the Parties agree to submit their dispute to expedited Arbitration, either before or after the

dispute arises. The Arbitration Agreement must be filed on the Platform.

Dispute: a disagreement between the Parties submitted to the Centre pursuant to the Expedited Arbitration Rules in force.

Notification: communication by which any information relating to a dispute is brought to the attention of a User.

Parties: the persons who have entered into an Arbitration Agreement or brought their Dispute to the Platform.

Platform: the digital environment made available by the Centre on which the parties file their request for Arbitration and on which the Arbitration proceedings is conducted, accessible via the Internet at www.mizan-adr.com.

Digital Expedited Arbitration Rules: set of rules organizing the conduct of the Arbitration procedure on the Platform, in force and previously presented to the User.

Award: an arbitral decision that definitively settles all or part of the Dispute, or that notes the withdrawal of the proceedings, or the waiver of all or part of the claims of the Parties to the Arbitration, or the amicable settlement of the disagreement.

Service(s): Dispute resolution service by Arbitration offered in three languages, Arabic, French and English and whose costs are indicated in the Digital Expedited Arbitration Rules in force.

User(s): any person holding an Account on the Platform.

Article 3. Purpose of the General Terms and Conditions of Use

The purpose of these Conditions is to define the conditions of access and use of the Services and the rights and obligations of the Users.

Article 4. Acceptance of the Conditions and of the mizan Digital Expedited Arbitration Rules

1. The User is invited to accept without reservation the Conditions and the Digital Expedited Arbitration Rules previously brought to his attention when creating his Account.
2. The acceptance of the Conditions and the Digital Expedited Arbitration Rules does not require the User to submit all of his future Disputes on the Platform.

Article 5. Changes to the Conditions and the Digital Expedited Arbitration Rules

1. The Conditions and the Digital Expedited Arbitration Rules are subject to change. We invite you to consult them regularly on the Platform.
2. When changes are operated, all Users are invited to accept them when they log into their Account.
3. The use of the Platform by the User after modification of the Conditions or the Digital Expedited Arbitration Rules shall constitute acceptance of the modifications made.
4. The modified Conditions or Digital Expedited Arbitration Rules shall be accessible on the Platform.
5. The documentation in effect at the time of filing a request for Arbitration shall apply to the Arbitration proceedings.

Article 6 – Responsibility of the User and the Centre

1. The User is solely responsible for any use made of his Account, and more particularly for the confidentiality of the access information to his Account and the activities carried out from it, except in the event of a malfunction for which the Centre is responsible.
2. The User agrees to provide, in good faith, the information that he has at the time of providing it and throughout the use of the Services. Any

erroneous information may result in a delay in the provision of the Services.

3. The User agrees not to use the Platform and the Service to upload, post, email, transmit, store or otherwise make available any unlawful, harassing, threatening, harmful, tortious, defamatory, abusive, violent, obscene, vulgar or indiscreet content.
4. The User warrants to the Centre that all information, materials and data transmitted by the User do not infringe the rights of any third party and indemnifies the Centre against any claims in this regard.
5. The User and the Centre agree not to interfere in any way with the operation of the procedure or the proper functioning of the Platform.
6. The User agrees to accept the characteristics and limitations of the Internet and digital technology. He thus acknowledges that:
 - i. The Platform may be totally or partially unavailable due to malfunctions in the Internet connection or saturation due to its use.
 - ii. Download times or data accessibility may affect the time required to complete the Services.
 - iii. The Centre reserves the right to temporarily suspend the Services at any time for the purposes of technical maintenance, installation of updates or any other intervention ensuring the proper functioning of the Platform Services.
7. In the event of unavailability of the Services, regardless of the cause, the Centre shall ensure that the rights of the Parties to enter into an Arbitration Agreement or to the Arbitration proceedings are preserved.
8. Users of the Platform are invited to report any malfunction to the Secretariat of the Centre at the following address : secretariat@mizan-adr.com. The

Centre undertakes to remedy a malfunction as soon as possible.

9. The User agrees not to use the Services or the Platform in violation of any applicable national or international law or regulation, or any other rules having the force of law, or for any abusive or unfair purpose, even if the violation is not intentional. Moreover, the User shall not provide any content or data in contradiction with the legal provisions, regulations in force and the stipulations of the Arbitration Rules.

Title II – Conditions of access to the Services

Article 7. Prerequisites

1. The User acknowledges that the following technical requirements are necessary to use the Services:
 - i. Internet access and a compatible Internet browser. The User is invited to update his browser regularly;
 - ii. The User must have an Account on the Platform;
 - iii. To use video conferencing under the Digital Expedited Arbitration Rules, the User must have a connected computer with a webcam and microphone. The User agrees to comply strictly with the applicable rules of confidentiality and to disclose to the arbitrator and the parties the identity of any person in the vicinity who may collect any information arising from the use of the videoconference system.
2. To initiate an Arbitration, Users must have an Arbitration Agreement by which they agree to submit their Dispute to the Arbitration of the Centre.
3. The costs of Internet browsing services required to access the Platform shall be borne solely by the Users.

Article 8. Account creation, login and password

1. Access to the Platform's Services is subject to the creation of an Account. The creation of an Account is free of charge and open to any capable natural person or legal entity legally constituted and acting through a duly authorized representative.
2. For the Account to be validly constituted, the User must:
 - i. Complete a registration form made available on the Platform by filling in all the required fields (name, first name, email address, telephone number, password, etc.);
 - ii. Check the box "I accept the terms and conditions"; and
 - iii. Finalize his registration by validating his email address by clicking on the link received in his mail box.
3. The User guarantees the accuracy of the information provided when creating his Account.
4. When the User confirms his registration on the Platform, he declares that he has the capacity to take legal action.
5. The User undertakes to preserve the confidentiality of his login and password which are strictly personal. The User is responsible for the use made of his Account, in particular in the event of loss, forgetfulness, disclosure to third parties of his login and password and this, until the possible suspension of the access to his Account.
6. The User agrees to immediately notify the Centre and to change his password without delay in the event of fraudulent use of his Account.
7. Any change of login or password is made directly on the Platform.

Article 9. Suspension and deletion of the Account

1. The User may request the suspension or deletion of his Account at any time, provided that he is not involved in an Arbitration procedure.
2. The Centre may, at any time, under certain circumstances and without notice, immediately delete or suspend a User's Account. Account deletion may occur for any reason including but not limited to:
 - i. Violation of the Conditions or any other policy or standard herein or published on the Platform;
 - ii. Violation of the Platform's or the Services' proper functioning;
 - iii. Providing incorrect, out-of-date or incomplete information;
 - iv. Failure to comply with the Digital Expedited Arbitration Rules; and
 - v. User's participation in fraudulent or illegal activities, or failure to pay any fees due under the Service.
3. Any such suspension or removal shall be made by the Centre in its sole discretion, without any refund of prepaid fees. User declares that the Centre shall not be liable for any damages that may result from such suspension or deletion of the Account.

Title III – Use of Services

Article 10. Communications and Notifications

1. By accepting the Conditions, the User agrees to receive Notifications while using the Services.
2. Notifications shall be made on the Platform and or sent electronically to the email address used for the Services. In particular, notices shall be sent following each action taken in connection with the conclusion of an Arbitration Agreement or an Arbitration proceeding.
3. User is invited to allow Notifications to be received in their main mail box to avoid being forwarded to their spam mail box.

4. Users who are Parties to an Arbitration proceeding agree to regularly check the Platform and their electronic mail box for incoming Notifications.

Article 11. Exequatur

By accepting the Conditions, any Party to an Arbitration submitted to the Centre acknowledges that an arbitral Award is not enforceable automatically and that its exequatur shall be obtained from the competent jurisdictions.

Title IV – Terms of payment

Article 12. Cost of Services

1. The cost of the Services is fixed according to the tariff conditions in force, which have been previously brought to the User's attention.
2. Each Party shall pay the cost of the Service requested, in accordance with the tariff conditions in force and according to the distribution of the costs of the proceeding, as agreed between the Parties.
3. The provisions for the payment of the costs by the Parties are set forth in the Digital Expedited Arbitration Rules.
4. Payment of the costs of the Arbitration may also be made by a third party on behalf of one or both Parties.

Article 13. Terms of payment

1. Any User may purchase the Services for immediate execution.
2. Services are paid by bank transfer to the Centre's bank account. A request for RIB shall be made to the mizan Secretariat at secretariat@mizan-adr.com.
3. Invoices issued by the Centre to a User are payable upon receipt.
4. VAT of 20% is applicable to invoices issued by the Centre.

Titre V – Miscellaneous provisions

Article 14. Dispute resolution

1. Prior to any litigation between the Centre and a User, the latter agrees to seek, in good faith, an amicable solution to their disputes relating to the validity, performance and interpretation of the Conditions. To this end, the User should contact the Centre in writing at the address secretariat@mizan-adr.com.
2. If no amicable solution is found within 30 days, the Centre and the User agree to submit their dispute to the commercial Court of Casablanca which will decide the dispute in accordance with Moroccan law.

Article 15. Intellectual property

1. The Platform and its components, including text, content, software, sound and graphic elements, artistic design, names, logos and all other such components are the property of mizan and are protected under Moroccan law.
2. The User may not acquire any other right or license on the Platform other than the right to use the Platform and the Service as provided in these Conditions.
3. The User acknowledges that mizan remains the sole owner of the intellectual property rights on the Platform and undertakes never to infringe these rights.
4. The User may view, download and print the content of the Platform for non-commercial use in accordance with the purpose of these Conditions and the User's obligation of confidentiality under the Conditions and the Digital Expedited Arbitration Rules.

Article 16. Personal Data

1. The Centre processes personal data in accordance with the Personal Data Charter available on the Platform.
2. Acceptance of these Conditions implies acceptance of the Personal Data Charter.

Article 17. Non-waiver

If the Centre or a User fails to exercise a right, the Centre or the User shall not be deemed to have waived that right. The failure of the Centre or the User to exercise a right in a specific instance shall not prevent the Centre or the User from exercising the same right in another instance.

Article 18. Contact

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