

Terms of Use

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- in the case of arbitration:
 - the proceedings shall be precisely and necessarily solved by an arbitrator who shall act not as in a trial, as promptly and briefly as possible, according to the Rules of the Center of Arbitration (“Reglamento del Centro de Arbitraje”) of the Chamber of Commerce of Santiago: (“Cámara de Comercio A.G.”), which are deemed to be known and accepted by the user of the Website;
 - the parties shall appoint the arbitrator by their common consent from among the members of the arbitrage board of the Arbitration Center of the Chamber of Commerce in Santiago A.G. and if no agreement is reached, the parties grant a special and irrevocable power of attorney to said Chamber so that, upon request of any party, such Chamber shall appoint an arbitrator from among the members of said Center;
 - the resolutions of the arbitrator shall be final and binding, no party may seek any remedies against such resolutions and the parties expressly waive all other remedies; and
 - the arbitrator is specially empowered to resolve all matters related to the arbitrator’s jurisdiction.

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- in case of arbitration, the arbitration shall take place at the Autonomous City of Buenos Aires. Prior to any arbitration proceedings, the parties through their legal advisors shall exhaust all negotiations, agreeing explicitly to carry forward an initial mediation process for 20 days, according to the Rules of Procedure and Ethics Code of the Corporate Center of Mediation and Arbitration (“Reglas de Procedimiento y Código de Ética del Centro Empresarial de Mediación y Arbitraje”). The mediator must be a professional from the list made by such organization. If the parties do not agree in the designation of the mediator, a draw must be performed to designate one mediator from the list. The mediation shall take place in the Autonomous City of Buenos Aires.

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- in case of arbitration, the matter shall be solved definitely by arbitration according to the rules of the Center of Arbitration and Conciliation of the Chamber of Industry, Commerce, Services and Tourism of Santa Cruz de la Sierra (“Centro de Arbitraje y Conciliación de la Cámara de Industria Comercio Servicios y Turismo, laudo de Santa Cruz de la Sierra”), which are deemed to be known and accepted by the user of the Website. The arbitration shall be performed by a sole arbitrator, who must be designated by the parties within 5 days of notice of arbitration; otherwise, the procedure shall carry on pursuant to and under the Center’s rules. The parties explicitly declare their commitment to comply with and be bound by the arbitral award.

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