Electronic Arbitration: The new mechanism for dispute resolution

Dr Hussain Nasser Agil[1]

Abstract

The Middle East region is growing rapidly due to the availability of massive energy resources, cheap and skilled labor and high consumer spending power. The Kingdom of Saudi Arabia is the largest state in the Middle East. The Sharia law is the main source of legislation as stipulated in the rules of governance of the country. The Sharia law forms the foundation for making regulations and rules by all legislative and legal bodies. As such, the law of arbitration is deeply rooted in the provisions of the Sharia law. Arbitration is not a new concept in the Kingdom of Saudi Arabia since it has been mentioned in the Quran as a tool for settling marital disputes. Although arbitration is recognized by the Sharia law, it is often used in resolving disputes that involve foreign investors. Thus, the law of arbitration has a significant impact on investment in the Kingdom. This paper examines the effect of electronic arbitration on investment with a special focus on the Kingdom of Saudi Arabia.

Introduction

Arbitration refers to an out of court proceeding whereby a neutral third party (referred to as an arbitrator) listens to evidence from the conflicting parties and then makes a binding solution.[2] As compared to the other methods of alternative dispute resolution, arbitration is the most commonly used method and thus, many companies often include an arbitration clause in their contracts.[3] Arbitration clauses can either be binding or non-binding. An arbitration clause is said to be binding when the conflicting parties are bound to follow the decision of the arbitrator and such decision is enforceable by courts. On the other hand, conflicting parties in a non-binding arbitration can disregard the decision of the arbitrator and pursue the case in court.[4] In Saudi Arabia, the arbitration clause is contained in a separate document from the contract itself. Thus, the first step to engaging in arbitration is by creating an arbitration clause that is acceptable to both parties.[5] The clause can be created either at the time of signing the contract or when a conflict has arisen. It is important for commercial organizations to incorporate a separate arbitration clause to avoid court battles that are very costly and time-consuming.

The arbitration laws differ from country to country. For instance, the arbitration laws in the Kingdom of Saudi Arabia are based on the Sharia law. These laws require the arbitrators to be of good behavior and conduct and legally competent. Additionally, if the conflicting parties are foreign entities, they must be represented by individuals who have the qualifications outlined above. These requirements do not exist in the western countries whereby the arbitration process is purely based on international conventions such as

---

[1] LLB (Al-yarmouk University, Jordan), LLM (La Trobe University, Australia), PhD (Victoria University, Australia).

[2] Elzorkany, Jean-Benoît Zegers and Omar. *Arbitration Guide: IBA Arbitration Committee.* (Riyadh: The Law Firm of Salah Al-Hejailan, 2014).

[3]Nigel Blackaby, Constantine Partasides, Alan Redfern and Martin Hunter.*Redfern and Hunter on International Arbitration* (Oxford, UK: Oxford, 2015).

[4]Stim, Rich. *Arbitration Clauses in Contracts: Should you include an arbitration clause in your contract?* 2015. http://www.nolo.com/legal-encyclopedia/arbitration-clauses-contracts-32644.html (accessed December 17, 2015).

[5]Witkin, Nathan. "Consensus Arbitration: A Negotiation-Based Decision-Making Process for Arbitrators." *Negotiation Journal* 26 (2010): 309 – 310.

the Convention on the Recognition and Enforcement of Foreign Arbitral Awards (**New York Convention**) or UNICTRAL Model Law on International Commercial Arbitration (1985) (**UNCITRAL Model Law**). Another key difference is the finality of awards. The finality of awards imposes restrictions on the conflicting parties in that they cannot appeal the case in a court of law. In the United Kingdom, the court can intervene when it deems the award to be against the law.[6] The extent to which the courts can intervene in the arbitration process differs across jurisdictions. In some countries, the law gives both parties power to challenge the award in court on the grounds of bias or undue process. On the other hand, the Saudi arbitration law allows the conflicting parties to appeal against substantive and procedural mistakes. Although arbitration laws differ from one country to another, they share some common foundations. For instance, both the Kingdom of Saudi Arabia and United Kingdom arbitration laws are based on UNCITRAL framework.[7] The laws in the two countries require that the conflicting parties should identify the type of arbitrators they want and the number. Another common feature between the two countries is the separation of the arbitration clause from the main contract.[8] In both countries, the conflicting parties can set an arbitration clause as an independent provision.

The Kingdom of Saudi Arabia arbitration laws

The Kingdom of Saudi Arabia made key changes to its arbitration laws in the year 2012. The new law is based on the UNCITRAL Model Law that is designed to help countries to modernize and reform their arbitration laws in order to meet the needs of international commercial arbitration.[9] The law covers all stages of the arbitration process including creating an agreement, composition and powers of the arbitral tribunal, the extent to which courts can intervene and the recognition and enforcement of awards.[10] Although the new law was specifically designed for international commercial arbitration, it also contains some basic regulations that can apply to domestic commercial disputes as well. Similar to other countries that have adopted the new model, Saudi Arabia included both international and domestic commercial arbitration in the new law. The new arbitration law differs significantly from the old arbitration law. For instance, while the old law allowed courts to actively participate in the whole arbitration process, the new law recognizes the autonomy of the parties involved and thus the parties are responsible for the management of the dispute resolution process.[11] In addition to autonomy, the new law does not require the parties to notify a court before commencing the arbitration process. Moreover, the new law empowers the parties to select institutions and rules and the language that governs the contract. The new law however, maintains that the unsuccessful party should settle the arbitration costs.

Similar to the UNCITRAL Model Law, the new arbitration law requires the arbitration clause to be in writing; either in electronic or print format.[12] In regard to the arbitral tribunal, the old law required

---

[6]Kirkpatrick, Marie Berard and Anna. *Arbitration procedures and practice in the UK (England and Wales): overview.* 2015. http://uk.practicallaw.com/4-502-1378?service=arbitration (accessed December 17, 2015).

[7]O'Connell, E. Mary *International Dispute Resolution: Cases and Materials.* (Durham, N.C.: Carolina Academic, 2012).

[8]Poudret Jean-François and Sébastien Besson. *Comparative Law Of International Arbitration.* (London: Sweet and Maxwell , 2007).

[9]Brown, Mayer. *Saudi arbitration law takes a big step forward.* 2012. https://www.mayerbrown.com/files/Publication/af746c2d-c639-4cba-bd2c-111eebd1c1d0/Presentation/PublicationAttachment/2487361d-fd17-433a-ad86-2b0f68c38238/Saudi-arbitration-law-takes-a-big-step-forward.pdf (accessed December 17, 2015).

[10]Abdulaziz, Abdullah I. *Kingdom of Saudi Arabia: Law of Arbitration.* 2012. https://www.international-arbitration-attorney.com/wp-content/uploads/kingdom-of-saudi-arabialaw-of-arbitrationroyal-decree-no-m34dated-2451433h-1642012-of.pdf (accessed December 17, 2015).

[11]Jean-Pierre, N. Harb, Fahad A. Habib and Sheila L. Shadmand. *The New Saudi Arbitration Law.* september 2012. http://www.jonesday.com/new_saudi_arbitration_law/ (accessed December 17, 2015).

[12]Jean-Pierre N. Harb, Fahad A. Habib and Sheila L. Shadmand, (2015).

arbitrators to be Muslims with professional qualifications.[13] Since the old arbitration law required the arbitrators to have equal qualifications as judges, all arbitrators were Muslim males. On the contrary, the new arbitration law does not require an arbitrator to be a Muslim. It only requires that the arbitrator should have a degree in Sharia law. The proceedings of an arbitration process should be conducted in Arabic unless the tribunal agrees to change the language upon request from the concerned parties. In awards, the new law requires that the provisions of the award should comply with the public order of the country and the Sharia law. The award should be in writing and duly signed by the arbitrators. The new law requires the award to be issued within one year with a possible extension of six months.[14]

Since Saudi Arabian arbitration laws are based on the Sharia law, there are some notable differences between the laws of the country and international arbitration laws. For instance, the Sharia law prohibits business practices such as speculation on uncertainty (Gharar) and interest (Riba).[15] There are no international rules or regulations that directly address Riba or Gharar and thus, Saudi Arabian courts often look for such issues in international arbitration before recognizing and enforcing any awards proposed by the arbitration tribunal. On the contrary, some of the international arbitration laws such as the London Court of International Arbitration arbitration rules specify that the arbitral tribunal can order payment of compound or simple interest on the award without any legal binding.[16] Although the Saudi Arbitration law is very comprehensive, it does not offer regulations for electronic arbitration. The position is replicated across the Arabian countries where there are no rules and regulations governing electronic arbitration laws.[17]

Electronic Arbitration

Technological advancement and internet penetration have significantly changed the way businesses are conducted today. There is an increased use of electronic media in the place of paper-based communication means. Such innovative and evolutional developments have equally found their way to the justice system including out of court and in-court dispute resolution approaches to ensure efficiency, fairness and rapid resolution of disputes. E-arbitration as it is commonly called involves the utilization of information technology whereby information and communications technology (**ICT**) applications are embedded into the arbitral proceedings that are conducted either substantially or wholly online.[18] Thus, for a proceeding to qualify for the e-arbitration scheme, ICT should not be used just as a simple assistive tool. Rather, ICT applications should be embedded and integrated into the process in such a way that it is essential for the proper functioning of the process.

The role of information technology in online dispute resolution varies with the extent of utilization of software applications and technological tools as well as the balance between electronic elements and

[13]Martin, Saud Al-Ammari and Tim. *Saudi Arabia Modernizes Arbitration Laws.* 2012. http://www.blakes.com/english/resources/bulletins/pages/details.aspx?bulletinid=1566 (accessed December 17, 2015).

[14]Mithani, Raza. *Saudi Arabia: The Emerging Arbitration Landscape.* 2014. http://www.kslaw.com/imageserver/kspublic/library/publication/2014articles/1-14_corpdisputes.pdf (accessed December 17, 2015).

[15]Jean-Pierre, N. Harb, Fahad A. Habib and Sheila L. Shadmand. *The New Saudi Arbitration Law.* september 2012. http://www.jonesday.com/new_saudi_arbitration_law/ (accessed December 17, 2015).

[16]Moses, L. Margaret. *The Principles and Practice of International Commercial Arbitration.* (Cambridge: Cambridge University Press, 2008).

[17]Newman, W. Lawrence and Richard D. Hil. *The Leading Arbitrators' Guide to International Arbitration.* (New York: Juris Publishing, 2012).

[18]Badiei, Farzaneh. *Online Arbitration Definition and Its Distinctive.* 2010. http://ceur-ws.org/Vol-684/paper8.pdf (accessed December 17, 2015).

human factors. E-arbitration can be divided into three groups based on the role of technology.[19] The first group is technology-assisted arbitration and this is a situation where the role of technology is limited to information exchange and secure and adequate medium of communication. The second group is technology-based arbitration and this involves full utilization of technology applications and tools to resolve disputes. The last group is technology-facilitated arbitration whereby technology is used to control the risk of potential e-disputes. E-arbitration falls within the first group because the world has not reached a point where human arbitrators can be excluded completely. However, the use of video conferencing, teleconferencing and electronic exchange of submissions, characterize the e-arbitration process.

Advantages and challenges of e-arbitration

E-arbitration involves conducting the proceedings substantially or wholly online and this includes filings, hearings, submissions and awards.[20] In reality, there is no ideal scheme for e-arbitration and most online dispute resolution providers try to integrate technological tools and applications into the arbitration process with the aim of making the proceedings efficient, cost-effective and expeditious. As compared to the traditional form of arbitration, e-arbitration is considered to be swifter, cost-effective, offers efficient case management, offers full time availability and accountability and it is best suited for both high value and small claims disputes.[21] However, there are concerns about e-arbitration which relate to technical and legal factors.[22] Technical issues relate to the compatibility of e-arbitration systems and technical standards, variations in the technical expertise and abilities of the conflicting parties, confidentiality and security of proceedings, data authentication and integrity. Legal challenges include those related to the arbitration agreement, proceedings and awards. Although the technical challenges are not exclusive to e-arbitration, still they are of great importance in the arbitral proceedings.

Electronic arbitration agreements

The modern e-arbitration framework is offered by multiple layers of regulatory instruments, incorporating mainly model laws and international conventions. Most institutional rules and national arbitration laws provide for an online expedition of proceedings including the Czech Arbitration Court, the International Chamber of Commerce, the Chartered Institute of Arbitrators, American Arbitration Association, etc.[23] In arbitration agreements, the major challenge is the writing requirement and whether such requirement can be fulfilled electronically. Over the years, the principles of arbitration required that the arbitration agreement should be in writing. However, this requirement differs across countries. In some countries, the requirement of writing is purely for evidentiary purposes while in others it is just a formality. However, there is a growing trend towards dispensing with the writing requirement, particularly in international commercial arbitration. Since the writing requirement is a critical issue in arbitration, it is essential to understand its scope and importance in regard to international arbitration instruments such as the UNCITRAL Model Law and the New York Convention.

---

[19]Badiei, Farzaneh, 2010.

[20]Schultz, Thomas. *Information Technology and Arbitration.* (Kluwer Law International, 2006) 10-15.

[21]Wahab, Mohamed S. Abdel. "ODR and e-Abritation: Trends and Challenges." 2011. http://www.mediate.com/pdf/wahabearb.pdf (accessed December 2015).

[22]Zheng, Liu. "Restricting Factors and Developing Way of On-line Arbitration." *Humanities & Social Sciences Journal of Hainan University*, 2009.

[23]Wahab, Mohamed S. Abdel. "ODR and e-Abritation: Trends and Challenges." 2011. http://www.mediate.com/pdf/wahabearb.pdf (accessed December 2015).

The second Article of the New York Convention and Article 7(2) of the UNCITRAL[24] require that contracting parties should put the arbitration clause in writing. The agreement terms include "an arbitral clause in a contact or an arbitration agreement, signed by the parties or contained in an exchange of letters or telegrams"[25] and the arbitration agreement should be in written form.[26] Electronic communication can meet the writing requirement by ensuring that the message contained in the communication is accessible and that it can be used for subsequent reference. Electronic communication in this context refers to information that the contracting parties exchange through electronic data. Such data includes information that is stored, sent, retrieved or generated by electronic means including telex, electronic mail, electronic data interchange or telecopy.[27]

The United Nations recommended to the member states to broadly define the writing requirement to include e-writing especially in countries where the law recognizes e-signatures, e-communication and e-documents. In essence, broad interpretation of the writing requirement is influenced by the state's recognition of e-signatures, e-documents and e-communication as well as the state's arbitration perceptions.[28] Thus, the recognition and validity of e-arbitration is founded on the applicable national laws that are derived from international instruments. For instance, the French Civil Code under Article 1316.1 created a law relating to e-evidence whereby technology was recognized as a method of concluding an agreement. Moreover, the law argued that the electronic documents have the same value as physical paper documents. The Egyptian Arbitration Law under Article 10(2) also introduced the E-signatures Law that equated e-documents to physical paper-based documents.[29] In the United Kingdom, the English Arbitration Act of 1996 includes e-documents in defining the writing requirement. In the United States, the Federal Uniform Arbitration Act requires the arbitration agreement to be recorded and in such case, a record can be in electronic form. All these examples show that the world is shifting towards recognizing electronic documents and this has a significant importance in the recognition of e-arbitration. In regard to e-arbitration, the importance of the writing requirement is emphasized by security, confidentiality and privacy concerns. The risks posed by technological tools and applications can be minimized through privacy enhancing technologies, passwords and firewalls and encryption technologies.

It should be noted that it is not mandatory to have all e-arbitration agreements in a single signed document. Rather, e-arbitration agreements should be included in data messages and exchange communications that serve as offer and acceptance or they can be incorporated into the e-agreement document. In most e-arbitration systems, the offer includes an arbitration clause that has some general terms and conditions and the parties are required to fill some parts of the clause. Although the information furnished by the e-arbitration providers may differ, but it facilitates confirmation and user acceptance. The actions that are undertaken to confirm and conclude an e-arbitration agreement include a functional equivalence of a standard agreement. In some countries such as the United States, electronic contracts are enforceable by law notwithstanding the writing requirement.

---

[24] Based on the 2006 amendment (ML)

[25] Article (II) of the NYC.

[26] Article 7(2) of the ML

[27] Article 7(4) of the ML

[28] Wahab, Mohamed S. Abdel. "ODR and e-Abritation: Trends and Challenges." 2011. http://www.mediate.com/pdf/wahabearb.pdf (accessed December 2015).

[29] Abdel, R. Mohamed. *Egypt-National Report- World Arbitration Reporter.* (New York: Juris Publishing, 2010).

E-arbitration proceedings

Arbitral proceedings are often conducted by an arbitrator in an arbitral tribunal. In e-arbitration, the proceedings begin when a request is filed by the contracting parties and this can involve e-production and submissions of documents, e-hearings (through video conferencing), e-communications and e-deliberations and the proceedings normally end with the provision of an e-award.[30] It is obvious that arbitration proceedings conducted over the internet are cost-effective as compared to traditional arbitration where the conflicting parties had to meet face-to-face. While the use of technology in the arbitration process is meant to make the process efficient, the associated issues of security and confidentiality raise some concerns. E-communication is a core part of the e-arbitration process beginning with filing, hearing, deliberation and ending with award.

Confidentiality relates to the dissemination of certain data and information and it is a key factor in the arbitration process. Confidentiality affects all stakeholders in the arbitration process including the arbitrators and the concerned parties. Since e-arbitration utilizes an electronic medium, it is difficult to separate confidentiality from security. Similar to any electronic medium, data and information can be monitored, altered, destroyed, downloaded, intercepted or accessed by external parties. However, the risk factor should not be over-emphasized because traditional arbitration approaches are not risk-free. For instance, paper documents can be altered, forged, accessed or even destroyed. Moreover, the risks associated with e-arbitration can be minimized using technological tools such as digital signatures and data encryption. Data encryption technologies are used in the e-arbitration process to the ensure integrity of the proceedings and authenticity of the data. In essence, encryption is used to secure electronic documents and prevent unauthorized manipulation and access.

Similar to the traditional arbitration processes, e-arbitration requires due process to be followed.[31] Due process is used to ensure impartiality and fairness of decisions. The arbitrator should allow the conflicting parties to present their submissions and evidence on equal grounds. In e-arbitration, strict formal procedures and prolonged time limitations are not needed because they may deter swift decisions. So long as the conflicting parties are treated fairly and given equal opportunity to present their cases, then the due process is observed.[32] Another key issue related to the requirement of due process is exclusive use of technology in arbitration proceedings. In this case, the parties can have freedom of choosing exclusive e-proceedings or following policies of the arbitration agreement that relate to exclusivity and non-exclusivity of using technology in the arbitration process. If the arbitrator conducts the proceedings exclusively using technological tools and applications, measures should be put in place to ensure that both parties have access to the information. Thus, e-proceedings can be disregarded when the proceedings adversely or substantially affect the requirement of due process by acting as an impediment to effective participation and communication between the conflicting parties.

Effectiveness of e-arbitration

Awards in e-arbitration

The outcome of any arbitration process is the provision of an award. Across the world, it is generally accepted that arbitral awards should be written and duly signed by the arbitrator.[33] According to the New

[30]Wahab, Mohamed S. Abdel. "ODR and e-Abritation: Trends and Challenges." 2011. http://www.mediate.com/pdf/wahabearb.pdf (accessed December 2015).

[31]Wahab, S. Abdel. "ODR and e-Abritation: Trends and Challenges." 2011. http://www.mediate.com/pdf/wahabearb.pdf (accessed December 2015).

[32] ML (Article 18)

[33] Article 31(1) of the ML

York Convention, Article 4(1), the party seeking an award should produce a duly signed original or a copy of the award. In e-arbitration, the award is often a scanned document or an electronic document that is digitally signed. Similar to the e-arbitration clause, an e-award should meet the writing requirement. Although the e-award can meet the writing requirement, it should be authentic and formal to meet the originality requirement. This can be realized by printing the e-award and then manually signing it or digitally signing the document. Various technologies can be used to verify and ensure the reliability of the e-signatures including biometric encryption.[34] The signing options available differ across countries. In some countries, the law recognizes only paper awards while others recognize both paper and e-awards. For instance, the Revised Uniform Arbitration Act of 2000 of the United States requires the arbitrator to record an award and authenticate or sign the document.

Notification and Enforcement of e-awards

In e-arbitration, awards are often offered online and the parties are notified by the arbitral tribunal. Notification to the parties is necessary so that the parties can voluntarily comply or prepare for enforcement or recourse. While e-notifications are widely accepted in most national laws, they are invalid in some countries. For instance, the Egyptian law requires the formal court bailiff notification. Once the parties have been notified, the final step is to enforce the awards. Enforceability of e-awards raises some concerns regarding their binding nature and in relation to the application of the New York Convention.[35] E-awards are not binding and final because the parties can present the dispute in court for independent resolution. On the contrary, the New York Convention outlines that awards are final and binding and thus they cannot be contested. When determining the binding nature of an e-award, it is essential to consider applicable national laws because some laws do not recognize or enforce e-awards. For international disputes, the New York Convention is used in enforcing e-awards. Nevertheless, for an award to qualify for enforcement, it should meet the criteria set out in Article 4 of the New York Convention. One of the requirements is that the award should be binding and final. Another requirement is that the award must comply with the due process and finally the award should deal with issues that affect e-arbitration.

The seat of arbitration

In most situations, electronic arbitration is used to resolve disputes between parties of different nationalities and thus it is difficult to centralize the arbitration process. Electronic arbitration enables the conflicting parties to exchange data and hence multiple locations are involved. The use of multiple locations creates a problem to the arbitrator because of the regional rules that need to be followed. If the parties involved fail to agree on the location of the dispute resolution, the arbitral tribunal has the power to determine the seat that would be used in conducting the arbitral proceedings. Other factors that can be considered when selecting the seat include the principal place of business, the nationality of the parties and the location of the arbitral tribunal.[36] It should be noted that these factors are considered only when the parties involved fail to agree on the seat of arbitration. However, unlike conventional arbitrators, e-arbitrators do not include clauses that guide the determination of the seat if the conflicting parties do not agree and this is a major drawback of electronic arbitration.[37]

---

[34]Maurice, Schellekens. "Digital Watermarks as legal evidence." *Digital Evidence and Electronic Signature Law Review* 8, no. 152 (2011).

[35]Born, Gary.*International Arbitration and Forum Selection Agreements: Drafting and Enforcing.* (Kluwer Law Arbitration,, 2010) 85.

[36]Wahab, Mohamed S. Abdel. "ODR and e-Abritation: Trends and Challenges." 2011. http://www.mediate.com/pdf/wahabearb.pdf (accessed December 2015).

[37]Gent, Stephen E. "The politics of international arbitration and juridiction." *Journal of Law and International Affairs* 2, no. 1 (2013): 66.

Impact of electronic arbitration on investment

Globalization has created a common market where organizations engage in businesses outside their home country. However, due to differences in laws and policies such as foreign direct investment policies, some global organizations choose not to expand their operations into new locations. This decision is largely based on the litigation process of some of the countries. Nevertheless, the evolution of alternative dispute resolution has created new opportunities. For instance, the UNCITRAL Model Law has been adopted in various nations and it provides good guidance on the application of arbitration in conflict resolution. Though the traditional arbitration rules are effective, they are insufficient in the modern global environment. This is the point where electronic arbitration comes in.

Electronic arbitration enables foreign investors to resolve disputes through the internet. As such, there is no need to meet or spend days planning for a tribunal. Rather, the parties are required to provide their submissions through the internet and the award is made through the same system. Moreover, the cost of electronic arbitration is very low and the flexibility offered by e-arbitration is very attractive to investors. Rather than creating certain rules for investors, the modern arbitration rules allow contracting parties to specify their own rules for engagement in regard to arbitration.[38] As such, investors can decide to use international arbitration standards and regulations rather than the standards of the countries where they invest. The fact that disputes can be resolved through the internet and even awards can be delivered through the same system makes electronic arbitration more appealing as compared to traditional arbitration or litigation.

Recommendations

Although electronic arbitration is a good dispute resolution mechanism, it has faced criticism in solving business-consumer disputes. In such disputes, the business is perceived to have more influence and power over the consumers and hence the outcome of an arbitration may not be fair.[39] Hence, the court system is the preferred avenue for addressing the business-consumer disputes. Today, there are various electronic arbitration tools and applications and many more are developed each day. In the future, there is a likelihood that all arbitration processes involving multinational companies will be conducted over the internet. Thus, the Middle East countries, in particular, the Kingdom of Saudi Arabia should develop new regulations to govern the use of electronic arbitration in the country. While the country has made tremendous progress in aligning its arbitration laws with international conventions, defining and regulating electronic arbitration can present more opportunities and consequently attract more investors.

[38]Husein, John Balouziyeh and Amgad. *Saudi Arabia's New Arbitration Law Sees More Investors Opting for Arbitration in Saudi Arabia.* 2013. http://kluwerarbitrationblog.com/2013/05/29/saudi-arabias-new-arbitration-law-sees-more-investors-opting-for-arbitration-in-saudi-arabia/ (accessed December 17, 2015)

[39]Cortés, Pablo. "Developing Online Dispute Resolution for Consumers in the EU: A Proposal for the Regulation of Accredited Providers." *International Journal of Law and Information Technology* 19, no. 1 (2011): 1-28.