

RESOLVING E-COMMERCE DISPUTES ON LINE

**DOING THE RIGHT THING ABOUT
CONSUMER COMPLAINTS AND
BUSINESS DISPUTES**

**FREQUENTLY ASKED QUESTIONS
for
SMALL AND MEDIUM-SIZED ENTERPRISES (SMEs)**



ORGANISATION FOR ECONOMIC CO-OPERATION AND DEVELOPMENT

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FOREWORD

At the first OECD Conference of Ministers responsible for SMEs, hosted by the Italian government in Bologna, Italy, in June 2000, Ministers from nearly 50 member and non-member economies adopted the “Bologna Charter for SME Policies”. They envisaged the Bologna Conference as the start of a policy dialogue among OECD member countries and non-member economies that would be followed up by continuous monitoring of the progress made with regard to the implementation of the Bologna Charter. This has become known as the “OECD Bologna Process”. The second OECD Conference of Ministers responsible for SMEs, hosted by the Turkish Ministry for Industry and Trade (Istanbul, 3-5 June 2004), provides an occasion to assess the impact on SMEs of new developments relating to globalisation.

This publication has been prepared, along with a number of background reports, for the Istanbul Ministerial Conference. The theme of each report is linked to a specific conference workshop. This handbook, which presents two educational instruments specifically aimed at SMEs for resolving e-commerce disputes online (B2C and B2B), represents one of the outcomes of a study undertaken on alternative dispute resolution (ADR), an issue of growing interest for SMEs.

The lack of suitable dispute resolution mechanisms for cross-border disputes is increasingly perceived as an inhibitor to e-commerce adoption by SMEs throughout the world. SMEs generally cannot afford the cost of pursuing dispute resolution through foreign court systems, nor are they able to resort to traditional dispute resolution mechanisms, such as arbitration, because of the time, cost or legal difficulties involved. The development and online delivery of faster and more cost-effective ADR services is gradually putting SMEs in a better position to engage in cross-border business and take advantage of an expanded market.

With a view to raising awareness among SMEs on a global level, two educational instruments were prepared which introduce alternative dispute resolution and online dispute resolution for SMEs by providing answers to frequently asked questions. This handbook combines these two instruments which are available to a broader audience online at:

<http://www.oecd-istanbul.sme2004.org> and www.oecd.org/sti/smes

Earlier versions of these instruments were reviewed by the OECD Working Party on SMEs and Entrepreneurship. The group's comments have been incorporated into the final version. Non-member economies participating in the OECD Bologna Process have also had an opportunity to provide comments.

These educational instruments, along with the background report "*Alternative Dispute Resolution (ADR) Online Mechanisms for SME Cross-Border Disputes*", were prepared by Dr. Fabien Gélinas, Associate Professor, Faculty of Law, McGill University, Montreal, Canada in close co-operation with the OECD Directorate for Science, Technology and Industry.

This handbook is published on the responsibility of the Secretary-General of the OECD. Views expressed are those of the authors and do not necessarily reflect those of the Organisation or its member governments.

The background reports and other documentation prepared for the 2nd OECD Conference of Ministers responsible for SMEs, Istanbul, 3-5 June 2004, are available for free download from the Istanbul Ministerial Conference Web site:

<http://www.oecd-istanbul.sme2004.org>

These documents can also be accessed on the OECD SMEs and Entrepreneurship Web portal:

<http://www.oecd.org/sti/smes>

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DOING THE RIGHT THING ABOUT CONSUMER COMPLAINTS

Introduction

E-commerce gives you access to a world-wide market at a cost that has never been so low. It also raises some practical questions concerning your ability to gain the confidence of the potential users of your Web site and your liability under the legislation and in the courts of the countries where your Web site is going to be used.

In order to gain the confidence of potential users, the first step is to put yourself in the shoes of such users and ask yourself what you would look for in a Web site. What you might first look for is contact details such as a phone number or an e-mail address so you can contact the business if something goes wrong. You might also look for information about privacy protection, terms and conditions and the business' customer complaint services or money-back guarantees. You might also look for information about the business' policies on dispute settlement. In addition, some online businesses are part of "seal" or "trust mark" programmes that certify that a business meets certain minimum standards. As a potential buyer, you might also look for an escrow service, through which a third party can hold your money until you get the goods or services you ordered. Other companies offer insurance programmes through which you can get your money back if you don't get the products or services you ordered. All of these elements should be thought out when you think of doing business on line with consumers.

There can be no doubt that well-presented and well-managed internal complaint handling systems and procedures can provide a measure of assurance to consumers that a business is abiding by some standard of service or reliability. Not only do the presentation and operation of such systems and procedures represent an investment in creating and maintaining your market share, they also significantly reduce the likelihood of costly, cross-border legal battles. Such systems and procedures also have the potential benefit of improving your public image and providing valuable customer feedback that will help you improve your offering.

Although internal complaint handling systems and procedures should aim to erase all differences and succeed in solving most, your business will inevitably encounter the odd dispute that won't go away. Even if your system does iron out virtually all differences, it is helpful to have an external ADR (alternative dispute resolution) option that both the consumer and yourself can trust to help resolve outstanding issues impartially, at a reasonable cost. The development of information and communications technology has made ADR more accessible and better adapted to small cross-border transactions. Online ADR, also called online dispute resolution (ODR), can be offered to the consumer as an on line, neutral third-party option that can be used from the comfort of home (where the disputed transaction may have taken place) with no need to travel and at minimal cost. In most cases involving a cross-border consumer e-commerce transaction, ODR stands a very good chance of being more satisfactory to both the consumer and your business than court action.

Although an ODR process can be initiated by the consumer irrespective of whether you overtly offer it, you should remember that you are in the best position to set it up and make it work for both you and the consumer. Even though a consumer often has the right to take legal action against you under his or her own law in his or her own courts, ODR might still be more attractive. The expense, time, complexity and uncertainty of judicial processes often make court action impractical for small amounts, a fact that is compounded in cross-border settings by jurisdiction, applicable law and enforcement difficulties. Your overriding concern should be to ensure that as many disputes as possible are resolved out of court.

To determine how to establish your policy, procedures and offerings with respect to consumer complaints and ADR, consider the following questions:

Key Questions

- 1) *How do I establish a complaint handling system?*
- 2) *What kinds of online ADR mechanisms are available?*
- 3) *How do I choose a particular form of ADR?*
- 4) *How do I choose a particular ADR provider or scheme?*
- 5) *Where can I locate ADR providers that could meet my needs?*
- 6) *What if ADR can't help?*

1. *How do I establish a complaint handling system?*

Although it would be impossible to provide a full list of elements that should be considered in relation to complaint handling systems, there are some key points that are generally thought to be particularly important:

- Establish, implement and communicate policies that are designed to prevent problems from occurring and guarantee a positive result should a problem occur.
- Designate and communicate a clear and accessible location where complaints will be received and promptly acknowledged.
- Ensure effective record-keeping to facilitate flexible assignment, treatment, monitoring, and analysis.
- Ensure that the consumer's side of the story is heard and track developments.
- Keep the consumer informed throughout the process and follow-up in case of settlement.
- Establish, implement and communicate any ADR scheme that is made available.

Many governments have published standards, guidelines or tools for the establishment of complaint handling systems.

2. What kinds of online ADR mechanisms are available?

Mediation and arbitration are already well known and used in the offline world, and are increasingly available on line. Automated negotiation is a new form of ADR that takes special advantage of the online environment.

What is mediation?

In mediation, a neutral third party – a mediator – helps you and the other party try to resolve the problem through facilitated dialogue. However, it is up to you and the other party to reach an agreement. Other names for similar approaches to ADR include “assisted negotiation”, “facilitation”, and “conciliation”.

What is arbitration?

Arbitration involves a neutral third party – an arbitrator – who gathers information from you and the other party and makes a decision. Usually, the arbitrator’s decision is intended to be binding.

What is automated negotiation?

Automated negotiation is a computerised process, mostly designed to settle disputes over monetary amounts. It is often based on a system of “blind bidding”, whereby a computer system automatically generates a settlement when secret bids come within a pre-agreed range of each other.

3. How do I choose a particular form of ADR?

As an online business, you may specify in your terms and conditions that a particular form of ADR may be used or will be used if there is a dispute about the transaction. In thinking about which form of ADR would be best for your business, ask yourself the following questions to help you determine which ADR mechanism or scheme to use.

What role do I want the third party to play?

In arbitration, the third party makes the decision. In mediation the role of the third party may vary, but your own active involvement in proposing compromises and finding solutions is essential. In automated negotiation, a solution is generated by a computer programme according to parameters that you have defined with the consumer at the beginning of the process.

Should the third party have special qualifications/expertise?

Arbitrators and mediators may have formal qualifications. If your business or offering involves highly technical issues, or requires a particular area of expertise, make sure the third party has sufficient and appropriate expertise. If it is a simple dispute where, for example, you and the consumer might disagree on the facts, formal qualifications may be less necessary. In either case, having a third party with experience in the subject matter of your dispute will be helpful.

Do I want to agree to be bound by the outcome?

You may be bound to obey the outcome of an arbitration. However, in many situations, consumers cannot validly give up their right to go to court. Where they can, a well-informed, voluntary choice is required and may have to be made after the dispute has arisen. Consider whether you are prepared to abide by the result of a process that might be binding on you only.

4. How do I choose a particular ADR provider or scheme?

There is general consensus that ADR mechanisms and schemes should have the minimal following attributes: impartiality, accessibility, transparency, low cost to the consumer and speed. These should be your primary considerations. In addition, you may consider the following:

Does the provider adhere to a code of conduct or guidelines?

An ADR provider may refer to a set of guidelines or a code of conduct. Usually, this means that the ADR provider has voluntarily agreed to respect certain rules. Check the Web site of the ADR provider for details about these types of measures. The ADR system might be part of a broader “seal” or “trust mark” programme.

What will it cost to use this ADR programme?

Some programmes are free to consumers, which will mean, more often than not, that the business side of the transaction will cover the costs entirely. Others charge a flat rate or a rate based on the consumer's ability to pay. There are also schemes that work on the basis of business subscription. Ensure that your arrangements with the ADR provider or the entity that runs the scheme does not jeopardise the integrity, independence, impartiality, or appearance thereof, of the neutral third parties entrusted with mediating or decision-making.

How long will the process take?

It varies. Often, ADR can be much speedier than going to court. ODR is even faster than traditional ADR.

What about language?

Chances are you won't be able to offer an ADR option that works in any language. Ensure that your ADR option allows the consumer to use the language that was used for the transaction. Enquire about the proficiency of ADR providers and neutral third parties. Communicate the extent to which you are prepared to offer multiple languages.

How does it work?

The actual process of communicating may take many different forms, ranging from a simple exchange of e-mails to all parties being "present" via Web cams. The level of security needed will depend on the sensitivity of the information sent. Although many small-value disputes will not require encryption, you should avoid sending highly sensitive business information in a standard e-mail. If the dispute itself involves highly sensitive information, consider using ADR programmes that have secure Web pages to transmit information.

Is the provider under a duty of confidentiality?

Some ADR providers may ask your consent to make an anonymised version of the outcome of your dispute public. This information can be useful to others evaluating whether to use a particular ADR provider and inform users with similar problems about possible solutions.

5. Where can I locate ADR providers that could meet my needs?

There are a number of ADR inventories and surveys you can consult. Examples of organisations that publish such inventories or surveys include:

- The OECD (www.oecd.org);
- The Global Business Dialogue on Electronic Commerce (www.gbde.org); and
- The Consumers International (www.consumersinternational.org).

6. What if ADR can't help?

The risk of a dispute ending up in court will never be entirely eliminated by ADR, which means that you have to be prepared for this scenario and take account of cross-border litigation in your risk-management strategy.

Consult the resources put at your disposal by your government concerning the establishment of a business with international operations. You might have to consider the fairly complex issues of jurisdiction and applicable law. The adoption of a strict and generally recognised code of conduct might enable you to comply more easily with the various consumer protection rules that might apply to the benefit of the consumer using your Web site.

DOING THE RIGHT THING ABOUT BUSINESS DISPUTES

Introduction

Engaging in e-commerce can open up world-wide markets at very low costs. But the ease with which cross-border business can now be conducted should not lead you to underestimate the legal risks involved in doing business across borders. The management of these risks require that you look at some questions concerning contract practices and dispute resolution. The following concerns the dispute resolution options you should consider in connection with business transactions. For guidance as to how to handle consumer complaints, please refer to: "Doing the Right Thing about Consumer Complaints".

The main legal risks involved in doing business across borders stem from the uncertainty relating to the law that will apply and the court that will be competent with respect to a dispute arising out of a contract. International treaties have not solved these issues. Nor have they solved the problem of enforcement of judgments across borders. Even if you obtain a judgment in your country, you might very well be unable to do anything with it in the country where the defendant has assets. And even if you are able to obtain a valid court judgment and to get it enforced, the cost of the necessary procedures, including the cost of cross-border legal advice, might very well exceed the amount that can be recovered. SMEs are in a particularly difficult and vulnerable position. The expense, time, complexity and uncertainty of judicial processes make court action impractical for small amounts, a fact that is compounded in cross-border settings by jurisdiction, applicable law and enforcement difficulties.

The key to keeping legal risks under control is often a question of keeping the prospects of court litigation to a minimum. Good business practices are of course essential to reducing the likelihood of disputes. But you will inevitably encounter the odd dispute that won't go away: disputes remain a fact of life in business. You must therefore ensure that you do everything you can to minimize the negative impact they have on your balance sheet and your reputation. The methods and mechanisms used in cross-border business to ensure that disputes do not result in court litigation are referred to as ADR, which stands for alternative dispute resolution.

For decades, ADR mechanisms have been used by large multinational enterprises as the normal way of managing and solving cross-border contract disputes. The growing presence of SMEs in cross-border commerce, thanks partly to electronic commerce, has created a need for ADR to adapt in terms of both flexibility and costs. This need, with the development of information and communications technology, has made ADR more accessible and better adapted to small cross-border transactions. Online ADR, also called online dispute resolution (ODR), is a dispute resolution option that can be used without the need for travel and at minimal cost.

Your overriding concern should be to ensure that as many disputes as possible are resolved out of court. This requires advanced planning. To determine how to establish your policy and contract practice with respect to ADR, consider the following questions:

Key Questions

- 1) *How does ADR work?*
- 2) *What kinds of online ADR mechanisms are available?*
- 3) *How do I choose a particular form of ADR?*
- 4) *How do I choose a particular ADR provider?*
- 5) *Where can I locate ADR providers that could meet my needs?*

1. How does ADR work?

ADR refers to a wide range of mechanisms and processes designed to assist parties in resolving disputes out of court. The most common forms of ADR are, from the most flexible to the most formal, negotiation, mediation, and arbitration. ADR normally involves an external ADR provider, with whom the case is typically filed. The provider notifies the other party of the complaint or claim. The parties then participate in a more or less formal exchange in an attempt to settle the dispute, with the possible intervention of a neutral third party. The third party, who is usually a mediator or an arbitrator, could instead be a set of software tools designed to facilitate a settlement.

Although ADR may be resorted to at any time after a dispute has arisen, it is advisable to provide for it in your contract documents by means of a dispute resolution clause. In the case of negotiation and mediation, the clause will facilitate the initiation of a process intended to result in an amicable settlement of the dispute. In the case of arbitration, the clause will prevent the parties from going to court and force the resolution of the dispute by arbitration. One mechanism does not exclude the other. It is common and often advisable to insert an “escalating” dispute resolution clause in cross-border contracts. Such clauses typically include a negotiation phase, followed by a mediation phase, followed by arbitration. Care is required in drafting such clauses and legal advice may be called for. In order to avoid difficulties, it is advisable to use standard drafting proposed by dispute resolution providers.

Negotiation and mediation, when successful, result in a voluntary statement by the parties, often called a settlement agreement. It is usually contractual in nature and therefore binding; in some situations it may be registered with a court and become enforceable like a judgment. Where negotiation and mediation fail, the dispute will be settled in court, or by arbitration if the parties have provided for it in their contract or agree to it after the dispute has arisen. Arbitration results in a decision that is both binding and enforceable internationally.

2. What kinds of online ADR mechanisms are available?

Mediation and arbitration are already well known and used in the offline world, and are increasingly available on line. Automated negotiation is a new form of ADR that takes special advantage of the online environment.

What is mediation?

In mediation, a neutral third party – a mediator – helps you and the other party try to resolve the problem through facilitated dialogue. However, it is up to you and the other party to reach an agreement. Other names for similar approaches to ADR include “assisted negotiation”, “facilitation”, and “conciliation”. Use of the term mediation often means that the neutral third party will be proactive in looking for solutions and in doing so will talk to each of the parties separately.

The core advantage of mediation is that your consent is required all the way through. This means a number of things:

- You remain in control of the process.
- You can explore solutions based on future interests, not just past rights.
- You are certain that you'll be happy with the solution if there is one.
- Your business relationship will be intact if you succeed.

Where successful, mediation is also much faster and cheaper than arbitration and courts. The downside of mediation's consensual nature is that it doesn't always work. And in some situations, where there is no hope whatsoever of a settlement, mediation can be experienced as a waste of time and money. Doing mediation on line accelerates the process and makes it cheaper. But distance, in some cases, may make mediation less effective.

What is arbitration?

Arbitration involves a neutral third party – an arbitrator – who gathers information from you and the other party and makes a decision based on the appropriate legal rules. The arbitrator's decision is intended to be binding and will be enforceable internationally. Advantages of arbitration include:

- You, with the other party, get to choose the arbitrator.
- You may choose the legal rules the arbitrators will apply.
- You can be certain you will get a final decision (there is no appeal).
- You will be able to enforce that decision internationally.

The weak points of arbitration include its similarity to a court process and the fact that usually at least one party will feel they have lost. Doing arbitration on line may accelerate the process and make it cheaper. Care must be taken, however, that mandatory rules of law applying to this process are respected.

What is automated negotiation?

Negotiation is normally the first thing to try when a dispute arises. Information and communications technology now makes negotiation tools available that can in some cases be helpful. Automated negotiation is a computerised process, mostly designed to help settle disputes over monetary amounts. It is often based on a system of “blind bidding,” whereby a computer system automatically generates a settlement when secret bids come within a pre-agreed range of each other.

3. How do I choose a particular form of ADR?

In order to use ADR to resolve disputes, both parties to a transaction have to agree. This can be done after the dispute has arisen. Or it can be done before a dispute arises, by means of a clause in the contract documents supporting the transaction. In order to decide which form(s) of ADR are best adapted to your situation, the following questions are worth considering, remembering that one form is usually not exclusive or another.

What role do I want the neutral third party to play?

In arbitration, the third party makes the decision. In mediation the role of the third party may vary, but your own active involvement in proposing compromises and finding solutions is essential. If you feel the intervention of a third party may help you to come to a mutually agreed solution with the other party, then mediation is worth trying. In negotiation, your own active involvement is also crucial; in automated negotiation, a solution may be generated by a computer programme according to parameters that you have defined with the other party at the beginning of the process.

Should the third party have special qualifications/expertise?

Arbitrators and mediators may have special qualifications. If your business involves highly technical issues on which there can be disputes, or requires a particular kind of knowledge, make sure the third party has sufficient and appropriate expertise. If you are looking at a simple dispute, special qualifications may be less important. In either case, having a third party with experience in the subject matter of your dispute will be helpful.

What role do I want the law to play?

In mediation, the role of the law is usually limited because the process is geared to helping you find a mutually agreeable solution independently of the legal rights of the parties. This enables you to look at your interests in the larger business picture. For example, mediation allows you to make concessions that are not necessarily based on the merit of the other party's legal claims but in consideration of future business prospects with that party. The legal rights of the parties may form the backdrop of a mediation process but they cannot confine that process.

In the case of arbitration, the third party will decide the case based on rules of law. Arbitrators are not allowed to decide based on their conception of what is "fair" unless the parties have expressly given them that power. In order to avoid any surprise as to which rules of law will apply, it is advisable to provide for the governing law in your contract documents. This can be the law of your own jurisdiction, the law of the other party's jurisdiction, the law of a third, neutral jurisdiction or "general principles of commercial law". The governing law applies to the merits, not to the procedure.

Rules surrounding arbitration

Arbitration is a legal process to which rules of various sources may be found to apply:

- The arbitrators will apply the contract's governing law (or applicable law) to the merits (substance) of the dispute;
- The arbitrators will apply the rules of procedure contained in the rules of arbitration you have chosen (usually by selecting an arbitration service provider);
- The place of arbitration, which is independent from the place where the service provider is located, will determine the legal rules supporting the arbitration (e.g. default rules of procedure where none have been agreed upon, judicial assistance where needed, judicial review in case of due process violations, etc.).

It is advisable to make provision in your contract documents for the governing law, the rules of arbitration (usually through the choice of a provider), the place of arbitration (even if the process is to take place on line) and the number of arbitrators (which should be one if the amount at stake in the arbitration is not likely to be high).

Do I want to bind myself to the process and the outcome?

Dispute resolution clauses are binding at several levels. In some situations, it is possible for a mediation clause to be binding. An arbitration clause is always binding in the sense that, once the dispute has arisen, you must go through the process even if you no longer wish to do so. Once the process has started, mediation will not bind you to any result you do not agree to; but once a settlement agreement is reached, you are bound to its terms. Arbitration will bind you all the way through to the final, enforceable decision of the arbitrator, which is called an award. When you agree to arbitration, you waive your right to go to court and you agree in advance to implement the arbitral award.

The New York Convention of 1958

The Convention for the recognition and enforcement of foreign arbitral awards is an international treaty which imposes clear obligations on the judges of member-states:

- They must refuse to hear a case on the merits and refer the parties to arbitration if there is a written arbitration clause in the contract;
- They must enforce foreign arbitral awards, save in rare, clearly specified situations such as a violation of due process by the arbitrators.

The New York Convention has been ratified by 135 countries.

4. How do I choose a particular ADR provider or scheme?

Online dispute resolution is a new phenomenon. Business models are shifting and the market of online dispute resolution providers is evolving. There are no established oversight mechanism in place to regulate this market. In selecting a provider, you should exercise due diligence and consider the following:

Learn as much as you can about the provider

An ADR provider may refer to a set of guidelines or a code of conduct it undertakes to abide by. Usually, this means that the ADR provider has voluntarily agreed to respect certain rules. Take a look at them. The ADR provider might be part of a broader “seal” or “trust mark” programme. Take a look at what the seal or mark actually entails. You should try to work out how the provider is financed in order to check for stability and independence. You should also try to obtain an independent opinion about the provider. You should learn as much as you can about

the neutral third parties the provider refers cases to and their relationship with the provider, including their method of appointment. If you are contemplating online arbitration, ensure that the provider has at its disposal the necessary international legal expertise. Best practices would suggest that a provider make the following clear on its Web site:

- Contact and organizational information, including a physical address, an e-mail address and the jurisdiction of incorporation or registration to do business.
- Terms and conditions of use and disclaimers.
- Explanation of services and processes and, for each: applicable rules and procedures, binding character for each party, other legal consequences of the outcome and explanation of further possible avenues of legal action.
- Identification of any legal services affiliation or activity and identification of the method employed to separate neutral services from legal services and to avoid conflicts of interest.
- Indication that the ODR proceedings will meet basic standards of due process.
- Any prerequisite for accessing the service, such as membership or geographical location or residence, or a minimum claim value.

Take a careful look at the process and the online tools you are selecting

Take in all the information you have on the process and ensure that it is adapted to the kinds of contracts and the kinds of disputes you are contemplating. Make sure you understand the “online” aspect of the service. The actual process of communicating may take many different forms, ranging from a simple exchange of e-mails to all parties being “present” via Web cams. The level of security needed will depend on the sensitivity of the information sent. Although many small-value disputes will not require encryption, you should avoid sending highly sensitive business information in a standard e-mail. If the dispute itself involves highly sensitive information, consider using ADR systems that have secure Web pages to transmit information. Make sure the provider’s system is technically accommodating and does not impose undue technical burdens on the parties.

Think about privacy and confidentiality

Security of communications is not the only concern you should have about the information you will inevitably give the provider when a dispute arises. You should also look into privacy and confidentiality. The provider should have a privacy policy posted on its Web site. Take a look at that policy. As for confidentiality, you should not take it for granted. Some ADR providers may or may not ask your consent to make a redacted version of the outcome of your dispute public. This information can be useful to others. You should know what the provider's policy is.

Ensure you are aware of both direct and indirect costs

The provider should disclose detailed information about the pricing levels, structures and mechanisms for its services. Check all the details concerning disk space or log time limitations and applicable additional costs for extras. Consider the cost of digitizing documents. Most important of all, make sure you are clear about the remuneration of the neutral third party. As for the costs of representation, if any, account for the fact that an arbitrator may order you to pay for the other party's costs.

Verify language capabilities

No ADR provider will work in all languages. You should ensure that there is a common language between the parties and the provider and that the language of the software interface will not cause difficulties and will support digitized documents and information in the required languages. You should also ensure that where the provider gets to appoint the neutral third party, it is in a position to appoint a qualified person with the right language proficiency.

5. Where can I locate ADR providers that could meet my needs?

Standard research on the Internet will work fairly well. There are also ADR inventories and surveys you can consult. One such ODR inventory which includes B-to-B initiatives was published in 2003 by the Department of Justice of Victoria, Australia (www.justice.vic.gov.au). Free information on ODR can be found on www.odr.info, at the Centre for Information Technology and Dispute Resolution.