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Arbitration

You agree that you, the company you represent, any of its officers and directors, or any affiliated companies and their officers and directors, will never file suit for any reason, at any time, in any court, against GIN or any of its members.

If either party ever has a disagreement regarding any issue, both parties agree to try to work out such disagreements in a fair and reasonable manner. If the parties cannot work out their disagreements, your only remedy is to request binding arbitration with a single arbitrator.

The party that wants to initiate arbitration shall call a well-established arbitration organization in the country of Nevis and request arbitration with a single arbitrator to begin on a date and time that is mutually agreeable to both parties and the arbitrator, but no later than fourteen business days from the date of the request. The party that initiates the arbitration will notify the other party in writing of the arbitration within one day of making that request.

Both parties agree to the following arbitration format:

- The arbitration shall be attended by each party either in person or via telephone with or without attorneys present.

- Each party will privately discuss with the arbitrator the facts as they see it, and their viewpoint regarding the disagreement.
- The arbitrator will listen to both parties and ask questions or request information to clarify or verify facts.
- The arbitrator will then take all the facts and make a decision, which will be binding, within 24 hours.
- The arbitrator will be required to base his decision not on the technicalities of the law, or the technicalities or wording in any specific contract, but he will base his decision on "fairness and equality", and "under the spirit of true justice and original intention", and what is "fair" for all parties concerned today.
- The arbitrator may award compensatory damages and legal fees, as he or she deems appropriate.
- The arbitration award shall be final and binding upon both parties and may be enforced in any court of competent jurisdiction.

Miscellaneous

These Terms of Use will be governed by and construed in accordance with the laws of the country of Nevis, without regard to its choice of law provisions.

If for any reason, any provision of these Terms of Use is found unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties as reflected in that provision, and the remainder of these Terms of Use shall continue in full force and effect. The failure of GIN to enforce or exercise any provisions of these Terms of Use shall not constitute a waiver of that right or provision.

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