

Alternative Dispute Resolution for Consumer Transactions in the Borderless Online Marketplace

Existing Alternative Dispute Resolution Programs

1. What types of ADR are there? Are certain types better suited for online transactions?

In cyberspace, transactions can occur between people who are not domiciled in the same country, which can give rise to conflicts of jurisdiction and applicable law if there is a dispute.

While it is far from novel, this problem takes on a completely different dimension on the network of networks. Given the Internet's international, decentralized and technical nature, it is hardly conceivable to use state tribunals to resolve situations that arise there. Thus we see the development, or rather the "renaissance", of extrajudicial dispute resolution mechanisms. These modes of alternative dispute resolution are more consistent with the reality of the Internet. Mediation and arbitration are both characterized by speed, low cost and, in particular, compliance with the standard chosen by the parties. This last point can be explained by the fact that extrajudicial dispute resolution organizations do not refer to specific national or international regulations. They place the importance not on the laws of public authorities, but on the law of the parties. Recourse to mediation and arbitration is voluntary. Thus it is natural that extrajudicial dispute resolution organizations take into account the private, self-regulatory standards that the parties intend to apply to their contract, and their dispute.

Thus, to be consistent with the reality of the Internet and to meet the needs of cybernauts, consumers and beginners, *eResolution* () plans to promote mediation and arbitration for the resolution of disputes arising out of the use of information highways.

In fact, *eResolution* has developed a technological solution (product) that facilitates online dispute resolution and also manages an international network of mediators and arbitrators (services). We are dedicated to helping individuals and companies around the world resolve conflicts using the Internet. Our goal is to provide a dispute resolution solution that is easy for Internet consumers and businesses alike to access, provides a fair and just process, works quickly, is cost-effective, and inspires trust in e-commerce.

Mediation and arbitration can be described as follows:

Mediation is a process in which two persons agree to submit their disagreement to a neutral third party, the mediator, who attempts to establish communication between them. The mediator does not have the power to impose or issue a decision. He or she simply proposes a solution, in the form of a compromise, after evaluating the parties' points of view, working with the parties to identify their disagreements, and taking their interests into account. The mediator provides a kind of direction to the discussions in order to allow the parties to come to a compromise.

Arbitration can be defined as a process in which two parties present their respective views of a conflict to a neutral third party, the arbitrator. The arbitrator, whose authority has its source in the parties' consent, will hear the parties' claims in conformity with CyberTribunal rules and will issue, after deliberation, a decision binding on the parties. The decision rendered is final and without appeal.

2. Under what circumstances is ADR used to resolve disputes about consumer transactions today? How does ADR work in such cases? How are decision-makers or mediators selected under an ADR program? What lessons can be taken from such a mechanism?

The network of networks is a place of communication and personal and professional exchange. Thus it is important for forms of alternative dispute resolution to have a large range of expertise. In order to deal with the disputes arising out of the use of the Internet, *eResolution* considers that dispute resolution organizations must be able to hear complaints involving fields such as electronic commerce, competition, copyright, trademark, freedom of speech and privacy, with the exclusion, however, of public issues.

As soon as a dispute arises between two or more physical or legal persons, a request can be submitted to an organization, such as *eResolution*. **According to *eResolution's* rules**, the complaint, **and also the response**, shall be submitted in electronic form. Whether it is a request for mediation or an application for arbitration, the complaint, **or the response**, must contain a number of elements, namely:

- a request stating the foundations of the complaint;
- the name, postal and e-mail addresses, and the telephone and fax numbers of the complainant, **or the respondent**, and of any representative authorized to act for the complainant, **or the respondent**;
- a preferred method for communications directed to the complainant, or the respondent;
- whether the complainant chooses mediation or arbitration. In case of the latter, the dispute is to be submitted to a single arbitrator;
- a description of the grounds on which the complaint is made;
- information on any other legal action that has been taken or brought to term and is related to the dispute that is the subject of the complaint;
- and, in the answer, an explanation of the respondent's version of the facts, accompanied by any supporting documents or other evidence substantiating the position

After reception, the complaint must be examined by the resolution organization to determine whether it complies with its rules of procedure and ensure that the dispute does indeed arise out of use of the Internet. If the complaint is in compliance, the organization must transmit it to the respondent as quickly as possible. If, however, the complaint contains irregularities, the organization must notify the claimant and the respondent of the nature of the irregularities. The claimant must correct such irregularities as quickly as possible. If the claimant fails to do so, the complaint will be considered withdrawn, without prejudice to the possibility of the claimant submitting a different complaint at a later date.

If the respondent does not respond but there are no exceptional circumstances, the resolution organization could rule on the dispute on the basis of the complaint if the complainant has chosen arbitration.

As soon as a complaint is accepted by a resolution organization such as *eResolution*, a mediator or an arbitrator should be assigned to the case. The mediators and arbitrators chosen must demonstrate neutrality and impartiality throughout the proceedings or they will be removed from the case. **The mediators and arbitrators have** to possess both expertise in the general principles of international law, as well as in-depth experience with the Internet and the nature of disputes that can arise.

By using mediation and arbitration and employing extrajudicial online dispute resolution organizations, it is possible to ensure that certain rules are followed, for example:

- Neutrality and impartiality in the treatment of each case;

- Provision of a dispute resolution that is easy for Internet consumers and businesses alike to access;
- Quick, cost-effective dispute resolution;
- Fostering of trust in e-commerce.

3. What ADR programs currently exist for online consumer transactions? Do these programs address cross-border transactions? Please describe these programs and how they work. In describing the programs, please address issues such as fairness, effectiveness, affordability, accessibility, and due process concerns.

At *eResolution*, we promote mediation and arbitration for online dispute resolution. These alternative modes of dispute resolution prove to have a degree of flexibility that does not exist in judicial mechanisms.

In addition to the complaint procedure described above, it should be mentioned that *eResolution* considers it important that the program be accessible to all cybersavers. Thus, the information the organization and the procedure must be offered in both English and French, since these are the two languages most often encountered on the Internet. However, other languages could be used. By offering bilingual or multilingual services, the organization would be better equipped to meet the expectations of cybersavers and it would gain greater visibility.

Offering services in a number of languages requires that both requests and answers can be in the language chosen by the parties. Thus, the mediators and arbitrators must master several languages or the organization must offer translation services, though such services would impair the speed and increase the costs of the proceedings.

Moreover, *eResolution* considers that everything should be done to make the procedure as user-friendly as possible. **Thus, it is necessary to develop** a computer system that is easy to use because the interface is well adapted to user needs. The complainant can describe the complaint online or by email by transmitting the completed form as an attachment. Once the complaint has been accepted, the parties **must be able to** access their case through a secure, reserved site. On this site, the parties can consult the documents they have exchanged with the arbitration tribunal and those that have been sent to them, and monitor progress on the case. There is thus a feeling of interaction.

Finally, in addition to email, which is a favoured means for this form of conflict resolution, other tools must be available to enable the proceedings to progress. The organization must provide a chat room for more dynamic exchanges between the parties. Unlike IRC and videoconferencing, this tool can be integrated directly into the organization's operating system and cybersavers need no special software to use it. A chat room makes it possible to converse in real time, using a keyboard and the parties' email.

On top of Internet resources, the organization must provide for the use of traditional methods of communication, such as regular mail, telephone and fax.

By offering these services, the extrajudicial dispute resolution organization not only provides an effective tool for the resolution of disputes arising out of the use of the Internet, but also promotes the development of electronic commerce.

4. Does this ADR program provide information to a consumer before he or she is asked to agree to submit disputes to the program? At what point and how is this information provided?

As soon as they enter **on an online dispute resolution organization website**, cybersavers should be able to obtain all required information on the organization as well as the rules of

procedure followed when a case is resolved. This information informs cybernauts of modes of alternative dispute resolution.

In fact, it is of paramount importance that the roles of the mediators, arbitrators and the organization be clearly explained and vital that the parties be reminded of the voluntary nature of their participation. Therefore, their consent is essential. The parties' consent must be given at the beginning of the proceedings and can be renewed during the case. In the latter case, the "double click" technique can be used when the parties send a message or document to the dispute resolution organization.

This will demonstrate that all necessary steps needed **to ensure that the complaint is initiated in an informed manner** are respected. Such safeguards are crucial since the use of mediation and arbitration is voluntary.

5. What are the procedural effects of this program, for example, to what extent are decisions binding? To what extent are they appealable for a decision? Is participation in the program a prerequisite to filing a lawsuit?

In the case of mediation, we should remember that it is a process by which the parties voluntarily submit their conflict to a neutral third party that tries to compare their points of view and identify, with their co-operation, the areas of conflict. This neutral third party, the mediator, engages in a succession of individual communications with each party in order to progressively eliminate the various conflicts and finally come to a complete resolution of the dispute. However, the mediator never has the power to impose a decision. Thus, mediation as such is not binding on the parties and the execution of the decision is dependent on the good will of the parties.

Things are different when it comes to arbitration, which can be defined as an informal procedure in which the two parties present their versions of the dispute to a neutral third party, the arbitrator. The arbitrator then makes a decision. In contrast with the mediator, the arbitrator has the power to render a decision that is binding on the parties.

Participation in mediation or arbitration is not required in order to institute legal action before state tribunals unless the parties have agreed otherwise.

6. How are decisions enforced under this ADR program?

At the end of mediation or arbitration, the decision must be formulated in writing, include reasons, show the date it was rendered and include the names of the parties and those of the mediator and arbitrator(s).

Hence, if one party fails to submit to the decision rendered through the online dispute resolution organization, the other party will be able to have the decision respected and enforced through homologation or any other required formality in the proper state.

7. What are the costs to the parties engaging in ADR? Who funds these costs? Is this program cost-effective? Is it suitable for small-dollar transactions? Does this program handle a large volume of disputes? Is it capable of doing so?

While using alternative dispute resolution is less expensive than court proceedings before state tribunals, there are certain costs, including mediator/arbitrator fees and registration and administration charges.

With respect to electronic commerce between professionals or between professionals and consumers, the costs must be in proportion to the amount of money involved, the nature of the

dispute and the time required to come to a resolution. However, this alternative's flexibility with respect to the process (email, videoconferencing, etc.), the availability of the parties and the mediators/arbitrators (time-independence of the Internet) should enable costs to be reduced for the parties in comparison with traditional resolution methods.

For the costs to be accepted by the parties, they must be not only proportional, but equally assumed by both parties with respect to fees and administration charges. However, the complainant must pay the registration fee. It is natural that the party who initiates the proceeding should have to pay the registration fee since the respondent is not yet aware of the complaint or, though informed of it, may not respond.

In order to manage the costs of online dispute resolution, a schedule must be established. The registration fee must be paid in the days following submission of the request for the proceedings to begin, in other words, for the information to be sent to the respondent. Since the fees and administrative charges depend on the nature of and developments in the proceedings, the parties will have to pay advances during the proceedings as well as additional sums, as required.

Nothing in the relevant legislation or regulations seems to prohibit extrajudicial online dispute resolution organizations from asking consumers to bear part of the costs.

If we look at present practices on the Internet, we see that the trend is divided: some commit themselves to not making consumers pay¹, while others provide for cost sharing by the parties².

In either case, it is important to keep in mind the fact that the cost of alternative dispute resolution must remain lower than that of courts of law for it to be advantageous for cybernauts to use this type of procedure.

8. Is ADR for online consumer transactions better suited to certain situations than others, for example, cross-border disputes or cases limited to a certain monetary amount? Are there any other factors relevant to determining whether ADR is suited to particular online consumer transactions?

State tribunals do not meet the needs of the Internet and Internet users prefer alternative dispute resolution. Because these mechanisms are rapid, adaptable, inexpensive and independent of public authorities, they meet the requirements of the Internet. Studies on products and services exchanged on the Internet show that the generally low monetary value of the transactions prohibits judicial processing of possible conflicts. It is difficult to imagine instituting an expensive, time-consuming legal action to resolve this sort of dispute.

In addition to this, online dispute resolution organizations are more consistent with the international and technical nature of the Internet because they too use the technology. In consequence, the human and physical resources of these organizations can deal with issues raised by the Internet, issues that are both legal and technical.

This technical support makes it possible to deal with a higher volume of requests because they are automated and the Internet is time-independent. Courts of law do not have this advantage.

Thus, while it is not possible to say whether mediation or arbitration is the most appropriate mechanism for the network of networks, both fulfil the expectations of cybernauts and those who play a role on the Internet because of their speed, adaptability, low cost, bilingualism,

¹ This is the case of IRIS, , Online Ombuds Office, , etc.

² This is the case of InternetNeutral, , Online Mediators, , eResolution, , I-Courthouse, , etc.

independence of public authorities, etc.

9. Describe alternative dispute resolution programs for online consumer transactions that are being developed by businesses, consumer representatives or other groups.

We have already described the extrajudicial dispute resolution mechanisms that can be found on the network of networks. Some organizations use only mediation, others only arbitration, others both and among the latter, some have a wide range of expertise while others specialize in a specific field.

Though there are many extrajudicial dispute resolution organizations, they should all attempt to resolve the disputes submitted to them electronically with diligence and speed and at low cost to the parties.

10. What are the obstacles, if any, to the implementation of alternative dispute resolution programs for online consumer transactions? What are the incentives and disincentives for businesses and consumers to use such programs?

The development of alternative online dispute resolution mechanisms can be hindered if the organization does not focus on certain points. As we have already noted, it is important that cybernauts be able to understand what is at stake in proceedings that are not governed by public authorities. This entails that the information on the organization and the procedure must be in both English, French, and other languages since the Internet is a global phenomenon.

Offering services in a number of languages requires that both requests and answers be in the language chosen by the parties. Thus, the mediators and arbitrators must master several languages or the organization must offer translation services, though such services would impair the speed and increase the costs of the proceedings.

In addition, the organization must make it possible for cybernauts to contact it both electronically and by traditional means. Thus, the organization must post both its electronic and physical addresses. This makes the process appear more human. Cybernauts can communicate with those running the organization, ask them for information and give them their comments. This form of communication is therefore necessary both to improve the website and its infrastructure, and to make relations on the network of networks more personal.

Moreover, interactivity is the basis for extrajudicial online dispute resolution mechanisms, for how would mediation or arbitration be possible without exchanges between the parties? Thus, access to extrajudicial online dispute resolution organizations must be made easier by setting up chat rooms, for example, or creating personalized sites for each case that the parties can access using a password. Such a site would be the focal point of the case, where the parties would find all the information, papers, evidence, forms, deadlines, steps to take, etc. Such automation would meet the requirements of simplicity, user-friendliness, flexibility and interaction that extrajudicial online dispute resolution organizations must take into account.

Finally, to inspire the trust of cybernauts, the organization must not only have a privacy policy, in other words a policy for the protection of all information identifying or enabling the identification of a person, such as the surname, first name, postal and electronic addresses, social insurance number, bank card number, telephone number, age, etc., but also state how security will be ensured.

In fact, whether we are dealing with electronic commerce in general or extrajudicial online dispute resolution in particular, it is important to note that trust and security are the keys to the development of the infrastructures located on the network of networks. Recent studies show that

cybernauts are wary of websites when they must transmit personal information over the Internet.

On commercial websites, as on extrajudicial dispute resolution websites, cybernauts, who are most often consumers, are required to fill out forms, questionnaires, contracts and other electronic paper work in order to access the services offered. Cybernauts provide personal and commercial information in the case of extrajudicial dispute resolution websites, with the expectation that the website will ensure there is all the security required to protect their data so that they will not be used, destroyed or disclosed to an unauthorized person.

Data can be made secure in a number of ways. In the case of electronic documents gathering information, protection is provided through legislation and regulations, internal policies, cryptography, banalization and security certificates.

Of all these possible procedures for commercial websites, banalization cannot be used in dispute resolution. Indeed, in order to institute proceedings, the identities of the parties must be known since a dispute cannot be resolved anonymously.

Extrajudicial dispute resolution organizations generally employ an internal policy to state how they intend to ensure the data is secure. These policies, presented under the titles of "Rules of...", "General Procedure...", state that the information provided by the parties is confidential and will in no case be disclosed to a third party, but very few specify how they will guarantee such confidentiality. Thus, in addition to rules, websites should establish the following in the infrastructure:

- SSL³, S-HTTP⁴ or SET⁵ cryptography protocols enabling messages or data to be translated into an incomprehensible language;
- Firewalls, which "are systems that reinforce the control of access to a network. They are bi-directional barriers that, depending on their configuration, can control access to the network from the outside and access to the outside from the network"⁶ ;
- Personal identification passwords;
- etc.

Finally, extrajudicial dispute resolution websites that plan to post decisions at the end of the proceedings must provide a banalization mechanism. This mechanism is not that mentioned above, but one that masks or modifies the names of the parties in the decision to preserve the anonymity and confidentiality of the data.

Trust and security are thus essential for the recognition of commercial and extrajudicial dispute resolution websites by cybernauts.

11. A variety of arrangements have been developed through international organizations and

³ SSL, or Secure Sockets Layer, is a protocol that "enables the secure transmission of forms on the web and can thus be used for online financial transactions requiring the use of a credit card".

⁴ S-HTTP, or Secure HyperText Transfer Protocol, is a "Protocol defined by EIT (Enterprise Integration Technologies) that enables the secure transmission of forms on the web and can thus be used for online financial transactions requiring the use of a credit card".

⁵ SET, or Secure Electronic Transaction, is a "protocol developed jointly by Mastercard and Visa in order to ensure a high degree of security for online financial transactions requiring the use of a credit card".

⁶ Pierre TRUDEL, France ABRAN, Karim BENYKHEF and Sophie HEIN, *Droit du Cyberespace*, Montréal, Thémis, 1997, 19-22.

private sector bodies to facilitate ADR, particularly in a commercial global context. What lessons have been learned from these experiences that might contribute to better understanding of this area in the context of consumer online transactions?

The growth of alternative mechanisms within international and private organizations is an expression of the need for swifter justice that takes into account the regulations established by these organizations. These organizations have developed their own codes of conduct that are consistent with the current situation on the Internet and the establishment of self-regulatory standards. While these standards are usually in accordance with the principles stated in international texts on trade and privacy, for example, they also take into consideration the decentralized and technical nature of the network of networks.

The development of these standards, which can be defined as voluntary, in other words not obligatory in the same way as a law passed by a state, has provided a regulatory vehicle that has been proven to be adapted to information highways. Thus, it is natural that alternative dispute resolution mechanisms are experiencing a "renaissance" on the Internet because they recognize the value of private, self-regulatory standards.

12. To what extent are mechanisms that have been designed to prevent disputes from arising in online consumer transactions, such as escrow accounts, being used in the online world? Are there legal or other obstacles to the development of these types of mechanisms?

The use of certification is expanding on the Internet. The presence of a logo, signature or seal provides cybernauts with the assurance that the website on which they are navigating complies with certain conditions, such as the protection of data on names, transaction security, compliance with legislative or self-regulatory rules or the commitment to resolve disputes through alternative dispute resolution (mediation, arbitration, conciliation, etc.).

The posting of a seal on a website thus provides a minimum guarantee for the cybernaut. Such a seal is most often granted by an independent third party that initially and then periodically performs quality control on the products and services offered by the website and the compliance of its code of conduct with the certification authority's own pre-established principles, with which the website has undertaken to comply.

The development of such mechanisms is subject to the recognition of those involved, particularly cybernauts, consumers and beginners. Trust is thus the key word with respect to the certification that alternative dispute resolution can provide.

13. The OECD "Guidelines on Consumer Protection in the Context of Electronic Commerce" encourage businesses, consumer representatives and governments to "work together to continue to provide consumers with the option of alternative dispute resolution mechanisms that provide effective resolution of the dispute in a fair and timely manner and without undue cost or burden to the consumer." What are some steps that could be taken to implement this principle? How can issues such as those raised in questions 4 through 7 (above) be considered in this context?

In an international, decentralized and technical environment, it is not possible to conceive of control by a single authority. Thus, dialogue must be promoted between the actors, between the various dispute resolution organizations. This dialogue will foster the development of electronic commerce and meet the expectations of cybernauts more effectively. A situation of complementarity is better for cybernauts than competition on the network of networks.

In fact, while competition can be beneficial in terms of costs, it can also lead to rivalry between organizations. Such competition could have repercussions on the level of trust cybernauts have in extrajudicial mechanisms. Non-competition does not mean there should be only a single

extrajudicial online dispute resolution organization. As in the case of regulations, it is inconceivable that there could be a single resolution organization, since disputes can be resolved in various ways. Negotiation, mediation, conciliation and arbitration can be used, thus there can be many organizations.

Moreover, given the international, decentralized nature of the Internet, the co-existence of extrajudicial dispute resolution organizations is natural because no authority can claim to have a monopoly over the way rules are stated or how they are applied. Thus it is also natural that many organizations are present on the Internet.

The complementarity of this co-existence must be promoted. The rules of procedure should be harmonized to facilitate understanding on the part of cybernauts and to foster dialogue between the various organizations. This exchange could give rise to the establishment of meetings, conferences and work sessions on a voluntary and regular basis between organization leaders. The experiences of each organization could benefit the others and thus enable the improvement and development of alternative dispute resolution mechanisms in the interest of cybernauts.

14. What issues are raised or created for ADR, if any, by online consumer transactions that do not exist in the traditional, offline environment?

Despite its transnational nature, the Internet opens the way to better management of disputes between two people or companies not located in the same country because it offers access to alternative conflict resolution and organizations such as *eResolution*.

Moreover, as we have already mentioned, the development of dispute resolution organizations on the Internet is conducive to speedy, fair, equitable and lower-cost resolution of disputes arising out of Internet use.

Role of Governments

15. What should be the role of governments, if any, in connection with the use and/or development of alternative dispute resolution programs for online consumer transactions?

The extrajudicial online dispute resolution organizations that will be set up, such as *eResolution*, must take into account the specific features of the Internet. First, the Internet is characterized by its international nature. Thus, the modes of dispute resolution must take the globalization of exchange into account by demonstrating flexibility. State tribunals do not seem to be able to render appropriate decisions on disputes arising in cyberspace. This is why it is important to develop complementary, extrajudicial methods. National laws cannot be appropriate for resolving a dispute that is essentially international and related to the network of networks, and very few jurisdictions have legislation adapted to this type of conflict. Second, the process of developing standards, which is characterized by its slow pace and complexity, is inconceivable on the Internet owing to the speed of exchanges, communications and technological innovation. Finally, third, the information highways delocalize relations since those involved can be anywhere on the planet.

These features result in new standards coming into competition with the erstwhile normative monopoly of public authorities. This translates into erosion of the classic systems of reference, both at the level of norms and at that of dispute resolution mechanisms. Thus, we see the emergence of forms of alternative dispute resolution. These procedures, though far from novel, are experiencing a "renaissance" on the Internet not only because they meet the need for simplicity and speed, but also because they are foreign to all state influence. Since extrajudicial online dispute resolution organizations are independent, private and non-governmental, they will

receive a favourable reception from cybernauts.

The development of such organizations accents the reality of the Internet, in other words its international, decentralized nature. This openness thus makes it possible to imagine the co-existence of a number of extrajudicial online dispute resolution organizations. While not competing with but complementing each other, these organizations would provide effective application of the codes of conduct established on websites and ensure harmonious interactions on the information highways.

In addition, as we have already mentioned, by not specifying any national or international regulations in their rules of procedure, extrajudicial dispute resolution organizations demonstrate flexibility. It thus places the importance not on the laws of public authorities, but on the law of the parties. Since recourse to mediation and arbitration is voluntary, it is natural that extrajudicial dispute resolution organizations take private, self-regulatory standards into consideration.

Workshop

17. What should be the primary focus and scope of the public workshop on alternative dispute resolution for online consumer transactions?

This workshop on alternative online dispute resolution mechanisms must be used to establish dialogue between those who play a role in the network of networks and cybernauts, and this dialogue should be open to all.

There could be a harmonization of rules of procedure, since the experiences of some organizations could benefit others and thus alternative dispute resolution mechanisms could evolve and be improved to serve cybernauts better.

18. Are there any other interests not previously described in this notice that should be represented at the workshop?

We believe that this workshop should take into consideration the various studies conducted on alternative dispute resolution in the European Union. The development on the Internet of different approaches to the subject in which we are interested should be avoided since it could hinder recognition of alternative online dispute resolution mechanisms.

In fact, in the cases of both pilot projects and research and development projects, it is important to note that the establishment of an extrajudicial online dispute resolution organization must change constantly to keep abreast of the technological changes on the network of networks and meet the expectations of cybernauts.

In order to keep up with changes to the Internet, extrajudicial online dispute resolution organizations must both take into account the different experiments presently being conducted on the information highways and anticipate a number of phases of development throughout its existence.

Models on the Internet show that experimental projects are not really welcomed by cybernauts. Indeed, they may not take such projects seriously. However, research and development projects get a better reception. Since the research has been done, those responsible plan to develop the project by putting it online.

The other possibility is pilot projects, which are operational but are being tested for viability using a sample of people before it is launched on a greater scale.

It should be noted that all these models could co-exist on the network of networks, given the recent development of alternative dispute resolution organizations in cyberspace.

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